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NOV 3 11 15
November 2, 2000
EX-100

Mr. David Waddell
Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

Re: *Approval of the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and AT&T Communications of the South Central States, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*
Docket No. ~~99-00842~~
00-00992

Dear Mr. Waddell:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, AT&T Communications of the South Central States, Inc. and BellSouth Telecommunications, Inc. are hereby submitting to the Tennessee Regulatory Authority the original and thirteen copies of the attached Petition for Approval of the Interconnection Agreement dated October 19, 2000.

AT&T and BellSouth have entered into good faith negotiations to renegotiate an agreement to replace the existing Interconnection Agreement between the parties which expired on January 23, 2000. Until such time as the parties execute a new agreement, BellSouth and AT&T will continue to operate under the rates, terms and conditions of the expired agreement, including the disaster recovery plan which is a part of the expired agreement.

The attached interim agreement provides for new products and services to be provided by BellSouth to AT&T. The agreement is to remain in effect until an effective order has been entered in the parties' arbitration proceeding.

Thank you for your attention to this matter.

Sincerely yours,


Guy M. Hicks

cc: Bill Peacock, AT&T Communications of the South Central States, Inc.

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Interconnection Agreement between BellSouth Telecommunications, Inc. and AT&T Communications of the South Central States, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. ~~99-00842~~ 00-00992

PETITION FOR APPROVAL OF THE
INTERCONNECTION AGREEMENT
BETWEEN BELL SOUTH TELECOMMUNICATIONS, INC.
AND AT&T COMMUNICATIONS OF THE SOUTH CENTRAL STATES, INC.
PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

COME NOW, AT&T Communications of the South Central States, Inc. ("AT&T") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Interconnection Agreement (the "Interim Agreement") between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, AT&T and BellSouth state the following:

1. AT&T and BellSouth have entered into good faith negotiations pursuant to the Act to renegotiate an agreement to replace the existing Interconnection Agreement between the Parties, which expired on January 23, 2000, ("Expired Agreement"). Until such time as the Parties execute a new agreement, BellSouth and AT&T shall continue to operate under the rates, terms and conditions of the Expired Agreement.

2. AT&T and BellSouth are currently involved in an arbitration proceeding before the Tennessee Regulatory Authority (the "TRA") to resolve any and all disputes which arose during the course of the negotiations. BellSouth desires to offer and AT&T desires to purchase certain new products and services in order to satisfy the specific business needs of AT&T and

have entered into the Interim Agreement for that purpose. A copy of the Interim Agreement is attached hereto and incorporated herein by reference.

2. Pursuant to Section 252(e) of the Telecommunications Act of 1996, AT&T and BellSouth are submitting their Interim Agreement to the TRA for its consideration and approval.

3. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the Interim Agreement between BellSouth and AT&T within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

4. AT&T and BellSouth aver that the Interim Agreement is consistent with the standards for approval.

5. Pursuant to Section 252(i) of the Act, BellSouth shall make the Interim Agreement available upon the same terms and conditions contained therein.

AT&T and BellSouth respectfully request that the TRA approve the Interim Agreement negotiated between the parties.

This 31st day of November, 2000.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

By: 

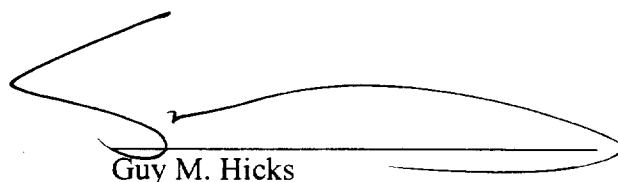
Guy M. Hicks
333 Commerce Street, Suite 2101
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(615) 214-6301
Attorney for BellSouth

CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Interconnection Agreement on the following via United States Mail on the 31st day of Nov., 2000.

Bill Peacock
AT&T
1200 Peachtree St., N.E.
Atlanta, GA 30309

Chief Commercial Attorney
AT&T
Legal Department
1200 Peachtree St., N.E.
Atlanta, GA 30309


Guy M. Hicks

AGREEMENT (Tennessee)

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, and AT&T Communications of the South Central States, Inc. hereinafter referred to as ("AT&T") a New York corporation. This agreement may refer to either BellSouth or AT&T or both as a "Party" or "Parties."

RECITALS

WHEREAS, The Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996; and

WHEREAS, the Act places certain duties and obligations upon, and grants certain rights to Telecommunications Carriers; and

WHEREAS, BellSouth is an Incumbent Local Exchange Carrier; and

WHEREAS, AT&T is a Telecommunications Carrier and has requested that BellSouth negotiate an Agreement pursuant to the Act; and

WHEREAS, BellSouth and AT&T have entered into good faith negotiations pursuant to the Act to renegotiate an Agreement to replace the existing Agreement between the Parties, which expired on January 23, 2000, ("Expired Agreement"); and

WHEREAS, until such time as the Parties execute a new agreement, BellSouth and AT&T shall continue to operate under the rates, terms and conditions of the Expired Agreement; and

WHEREAS, BellSouth and AT&T are currently involved in an arbitration proceeding (the "Arbitration") before the Tennessee Regulatory Authority (the "TRA") to resolve any and all disputes which arose during the course of the negotiations; and

WHEREAS, BellSouth desires to offer and AT&T desires to purchase certain new products and services in order to satisfy the specific business needs of AT&T; NOW, THEREFORE, in consideration of the promises and the mutual covenants of this Interim Agreement, AT&T and BellSouth hereby agree as follows:

GENERAL TERMS AND CONDITIONS

1. Introduction

- 1.1 This Agreement sets forth the terms, conditions and prices under which BellSouth agrees to provide to AT&T certain product and services. Unless otherwise provided in this Agreement, BellSouth will perform all of

its obligations hereunder throughout its entire service area. The products and services provided pursuant to this Agreement may be connected by

2. Interpretation and Construction

- 2.1 For purposes of this Agreement, certain terms have been defined in the body of the Agreement to encompass meanings that may differ from, or be in addition to, the normal connotation of the defined word.
- 2.2 The definitions in this Agreement shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun used in this Agreement shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation" throughout this Agreement. The words "shall" and "will" are used interchangeably throughout this Agreement and the use of either connotes a mandatory obligation. The use of one or the other shall not mean a different degree of right or obligation for either Party.
- 2.3 References herein to Articles, Sections, Exhibits, Attachments, Appendices, and Schedules shall be deemed to be references to Articles and Sections of, and Exhibits, Attachments, Appendices and Schedules to, this Agreement unless the context shall otherwise require.
- 2.4 The headings of the Articles, Sections, Exhibits, Attachments, Appendices and Schedules are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.
- 2.5 Unless the context shall otherwise require, any reference to any agreement, other instrument (including BellSouth, AT&T or any third party offerings, guides or practices), statute, regulation, rule or Tariff is to such agreement, instrument, statute, regulation, rule or tariff as amended and supplemented from time to time (and, in the case of a statute, regulation, rule or Tariff, to any successor provision).

3. Effective Date

This Agreement becomes effective on the date when executed by both Parties (the "Effective Date").

4. Term of the Agreement

- 4.1 This Agreement shall remain in effect until such time as the Parties execute a new agreement upon an effective order by the TRA resolving the disputes at issue in the pending arbitration proceeding.

- 4.2 This Agreement shall terminate on the Effective Date of a new Agreement between the Parties.

5. Termination of Agreement; Transitional Support

- 5.1 AT&T may terminate any product or service provided under this Agreement upon thirty (30) days written notice to BellSouth unless a different notice period or different conditions are specified for termination of such combinations in this Agreement or pursuant to any applicable tariff, in which event such specific period or conditions shall apply, provided such period or condition is reasonable, nondiscriminatory and narrowly tailored. Where there is no such different notice period or different condition specified, AT&T's liability shall be limited to payment of the amounts due for any terminated products or services provided up to and including the date of termination. Notwithstanding the foregoing, the provisions of Section 6, infra, shall still apply.
- 5.2 if a party is in breach of a material term or condition of this agreement ("defaulting party"), the other party shall provide written notice of such breach to the defaulting party. The defaulting party shall have ten (10) business days from receipt of notice to cure the breach. If the breach is not cured, the parties shall follow the dispute resolution procedure set forth in Section 9 of the General Terms and Conditions of this Agreement.

6. Liability and Indemnification

- 6.1 Liabilities of BellSouth - Unless expressly stated otherwise in this Agreement, the financial liability of BellSouth to AT&T during any Contract Year resulting from any and all causes of action arising under this Agreement shall not exceed the amount due and owing by AT&T to BellSouth during the Contract Year in which such cause arises or accrues.
- 6.2 Liabilities of AT&T - Unless expressly stated otherwise in this Agreement, the financial liability of AT&T to BellSouth during any Contract Year resulting from any and all causes of action arising under this Agreement shall not exceed the amount due and owing by AT&T to BellSouth during the Contract Year in which such cause arises or accrues.
- 6.3 Each party shall, to the greatest extent permitted by Applicable Law, include in its local switched service tariff (if it files one in a particular State) or in any State where it does not file a local service tariff, in an appropriate contract with its end users that relates to the Services and Elements provided under this Agreement, a limitation of liability (i) that covers the other Party to the same extent the first Party covers itself and (ii) that limits the amount of damages a customer may recover to the amount

charged the applicable customer for the service that gave rise to such loss.

- 6.4 No Consequential Damages - NEITHER AT&T NOR BELLSOUTH SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, OR SPECIAL DAMAGES SUFFERED BY SUCH OTHER PARTY (INCLUDING WITHOUT LIMITATION DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS SUFFERED BY SUCH OTHER PARTIES), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, OR TORT, INCLUDING WITHOUT LIMITATION NEGLIGENCE OF ANY KIND WHETHER ACTIVE OR PASSIVE, AND REGARDLESS OF WHETHER THE PARTIES KNEW OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT. EACH PARTY HEREBY RELEASES THE OTHER PARTY AND SUCH OTHER PARTY'S SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY SUCH CLAIM. NOTHING CONTAINED IN THIS SECTION 6 SHALL LIMIT BELLSOUTH'S OR AT&T'S LIABILITY TO THE OTHER FOR (i) WILLFUL OR INTENTIONAL MISCONDUCT (INCLUDING GROSS NEGLIGENCE); (ii) BODILY INJURY, DEATH OR DAMAGE TO TANGIBLE REAL OR TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY BELLSOUTH'S OR AT&T'S NEGLIGENT ACT OR OMISSION OR THAT OF THEIR RESPECTIVE AGENTS, SUBCONTRACTORS OR EMPLOYEES, NOR SHALL ANYTHING CONTAINED IN THIS SECTION 6 LIMIT THE PARTIES' INDEMNIFICATION OBLIGATIONS AS SPECIFIED HEREIN. FOR PURPOSES OF THIS SECTION 6, BELLSOUTH'S FAILURE TO MEET PERFORMANCE STANDARDS OR MEASUREMENTS, TO THE EXTENT APPLICABLE, SHALL NOT BE CONSIDERED TO BE INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, OR SPECIAL DAMAGES.
- 6.5 Obligation to Indemnify – Except as provided in Section 7 (Intellectual Property Rights and Indemnification), each Party shall, and hereby agrees to, defend at the other's request, indemnify and hold harmless the other Party and each of its officers, directors, employees and agents (each, an "Indemnitee") against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, known or unknown, liquidated or unliquidated, including without limitation all reasonable costs and expenses incurred (legal, accounting or otherwise) (collectively, "Damages") arising out of, resulting from or based upon any pending or threatened claim, action, proceeding or suit by any third Party (a "Claim") (i) alleging any breach of any representation, warranty or covenant made by such indemnifying Party (the "Indemnifying Party") in this Agreement, or (ii) based upon injuries or damage to any person or property or the environment arising out of or in connection with

this Agreement that are the result of the Indemnifying Party's actions, breach of Applicable Law, or status of its employees, agents and subcontractors.

- 6.6 **Obligation to Defend; Notice; Cooperation** - Whenever a Claim shall arise for indemnification under this Section 6 the relevant Indemnitee, as appropriate, shall promptly notify the Indemnifying Party and request the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such Claim. The Indemnifying Party shall have the right to defend against such liability or assertion in which event the Indemnifying Party shall give written notice to the Indemnitee of acceptance of the defense of such Claim and the identity of counsel selected by the Indemnifying Party. Except as set forth below, such notice to the relevant Indemnitee shall give the Indemnifying Party full authority to defend, adjust, compromise or settle such Claim with respect to which such notice shall have been given, except to the extent that any compromise or settlement shall prejudice the Intellectual Property Rights of the relevant Indemnitees. The Indemnifying Party shall consult with the relevant Indemnitee prior to any compromise or settlement that would affect the Intellectual Property Rights or other rights of any Indemnitee, and the relevant Indemnitee shall have the right to refuse such compromise or settlement and, at the refusing Party's or refusing Parties' cost, to take over such defense, provided that in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the relevant Indemnitee against, any cost or liability in excess of such refused compromise or settlement. With respect to any defense accepted by the Indemnifying Party, the relevant Indemnitee shall be entitled to participate with the Indemnifying Party in such defense if the Claim requests equitable relief or other relief that could affect the rights of the Indemnitee and also shall be entitled to employ separate counsel for such defense at such Indemnitee's expense. In the event the Indemnifying Party does not accept the defense of any indemnified Claim as provided above, the relevant Indemnitee shall have the right to employ counsel for such defense at the expense of the Indemnifying Party. Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such Claim and the relevant records of each Party shall be available to the other Party with respect to any such defense.

7. Intellectual Property Rights and Indemnification

- 7.1 **Use of Mark.** Both Parties are strictly prohibited from any use, including but not limited to in sales and in marketing or advertising of

telecommunications services of any name, trade name, service mark or trademark of the other Party.

- 7.2 Ownership of Intellectual Property. Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Except for limited licenses, to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any services solely as provided under this Agreement, no patent, copyright, trademark, trade name or other proprietary right is licensed, granted or otherwise transferred by this Agreement.
- 7.3 BellSouth and AT&T (if and to the extent BellSouth uses AT&T facilities or equipment, including software) warrants that each other may use any facilities or equipment, including software, provided hereunder that contains intellectual property owned or controlled by third parties without being subject to any claims of infringement by such third parties. Each Party further warrants that it will not enter into any licensing agreements with respect to any facilities or equipment, including software, that contain provisions that would disqualify the other Party from using or interconnecting with such facilities or equipment, including software, pursuant to the terms of this Agreement. Each Party further warrants that it has not and will not intentionally modify any existing license agreements for any network facilities or equipment, including software, in whole or in part for the purpose of disqualifying the other Party from using or interconnecting with such facilities or equipment, including software, pursuant to the terms of this Agreement. To the extent that providers of facilities or equipment, including software, in either Party's network provide indemnities covering intellectual property liabilities and those indemnities allow a flow-through of protection to third parties, the indemnified party shall flow those indemnity protections through to the other Party. Finally each Party shall indemnify the other pursuant to the terms of this Agreement, with respect to the other Party's use of intellectual property associated with any new network facilities or equipment, including software, acquisitions.
- 7.4 BellSouth Indemnification. BellSouth will defend AT&T against claims of infringement arising solely from the use by AT&T of Services and Elements and will indemnify AT&T for any damages awarded based solely on such claims in accordance with Section 6 of this Agreement.
- 7.4.1 For purposes of Section 7.4 of this Agreement, BellSouth's obligation to indemnify AT&T shall include the obligation to indemnify and hold AT&T harmless from and against any loss, cost, expense or liability arising out of a claim that AT&T's use, pursuant to the terms of this Agreement, of BellSouth's facilities, equipment or software infringes the intellectual property rights of a third party. Should any such facilities, equipment or

software, or any portion thereof, provided by BellSouth hereunder become, or, in BellSouth's reasonable opinion, be likely to become the subject of a claim of infringement, or should BellSouth's use thereof be finally enjoined, then BellSouth shall, at its expense, after consultation with AT&T, (i) procure for AT&T the right to continue using such facilities, equipment or software or portion thereof; or (ii) replace or modify such facilities, equipment or software or portion thereof to make it non-infringing, provided, however, that such replacement or modification shall be functionally equivalent to the facilities, equipment or software or portion thereof that is replaced or modified.

- 7.5 AT&T Indemnification. AT&T (if and only to the extent AT&T provides BellSouth access to its facilities and equipment, including software) will defend BellSouth against claims of infringement arising solely from the use by BellSouth of AT&T facilities or equipment, including software, and to the extent BellSouth uses AT&T facilities or equipment, including software, and will indemnify BellSouth for any damages awarded based solely on such claims in accordance with Section 6 of this Agreement.
- 7.5.1 For purposes of Section 7.5 of this Agreement, AT&T's obligation to indemnify BellSouth shall include the obligation to indemnify and hold BellSouth harmless from and against any loss, cost, expense or liability arising out of a claim that BellSouth's use, pursuant to the terms of this Agreement, of AT&T facilities or equipment, including software, infringes the intellectual property rights of a third party. Should any such facilities or equipment, including software, or any portion thereof, provided by AT&T hereunder become, or, in AT&T's reasonable opinion, be likely to become the subject of a claim of infringement, or should AT&T's use thereof be finally enjoined, then AT&T shall, at its expense, after consultation with BellSouth, (i) procure for BellSouth the right to continue using such facilities, equipment or software or portion thereof; or (ii) replace or modify such facilities, equipment or software or portion thereof to make it non-infringing, provided, however, that such replacement or modification shall be functionally equivalent to the facilities, equipment or software or portion thereof that is replaced or modified.
- 7.6 In the event that the provisions of Section 7.4.1 or Section 7.5.1 of this Agreement are unreasonable for the indemnifying party to perform, then the indemnified party shall have the right, in its sole discretion, to waive its indemnification rights under either Section 7.4 or Section 7.5 of this Agreement or to terminate the portion of the Agreement, upon thirty (30) days written notice, solely with respect to the facilities or equipment, including software, provided through the use of the infringing facilities or equipment, including software.
- 7.7 The Party providing access to its facilities or equipment, including software, will inform the other Party of any pending or threatened

intellectual property claims of which it is aware and will provide to the other Party periodic and timely updates of such notification, as appropriate, so that the other Party receives maximum notice of any intellectual property risks that it may want to address.

- 7.8 In no event shall either Party be responsible for obtaining any license or right to use agreement associated with any facilities or equipment, including software, by either Party.
- 7.9 Exception to Obligations. Both Parties' obligations under this Section shall not apply to the extent the infringement is caused by: (i) modification of the facilities or equipment (including software) by the indemnitee; (ii) use by the indemnitee of the facilities or equipment (including software) in combination with equipment or facilities (including software) not provided or authorized by the indemnitor provided the facilities or equipment (including software) would not be infringing if used alone; (iii) conformance to specifications of the indemnitee which would necessarily result in infringement; or (iv) continued use by the indemnitee of the affected facilities or equipment (including software) after being placed on notice to discontinue use as set forth herein.
- 7.10 Exclusive Remedy. The foregoing shall constitute the sole and exclusive remedies and obligations with respect to a third party claim of intellectual property infringement arising out of the conduct of business under this Agreement.

8. Assignments

- Any assignment by either Party to any non-affiliated entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void. A Party may assign this Agreement or any right, obligation, duty or other interest hereunder to an Affiliate company of the Party without the consent of the other Party. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment of delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations.

9. Resolution of Disputes

Except as otherwise stated in this Agreement, the Parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, either Party may petition the TRA for a resolution of the dispute; provided, however, that to the extent any issue disputed hereunder involves issues beyond the scope of authority or jurisdiction of the TRA, the parties may seek initial resolution of such dispute in another appropriate forum. However, each Party reserves any rights it may have to seek judicial review of any ruling made by the TRA concerning this Agreement. The

Parties' agreement to refer all disputes to the TRA does not waive any position it may have pending in the Arbitration.

10. Limitation of Use

The Parties agree that this Agreement shall not be offered by either Party in another jurisdiction as evidence of any concession or as a waiver of any position taken by the other Party in that jurisdiction or for any other purpose.

11. Taxes

11.1 Definition. For purposes of this Section 11, the terms "taxes" and "fees" shall include but not be limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed on, or sought to be imposed, either of the Parties and measured by the charges or payments, for the services furnished hereunder, excluding any taxes levied on income.

11.2 Taxes And Fees Imposed Directly On Either Seller Or Purchaser

11.2.1 Taxes and fees imposed on the providing Party, which are neither permitted nor required to be passed on by the providing Party to its Customer, shall be borne and paid by the providing Party.

11.2.2 Taxes and fees imposed on the purchasing Party, which are not required to be collected and/or remitted by the providing Party, shall be borne and paid by the purchasing Party.

11.3 Taxes And Fees Imposed On Purchaser But Collected And Remitted By Seller

11.3.1 Taxes and fees imposed on the purchasing Party shall be borne by the purchasing Party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing Party.

11.3.2 To the extent permitted by Applicable Law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable, to the extent permitted by Applicable law, for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.

11.3.3 If the purchasing Party determines that in its opinion any such taxes or fees are not lawfully due, the providing Party shall not bill such taxes or

fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefor, and satisfying any other requirements under Applicable Law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be lawfully due, or any such tax or fee that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In the event that such contest must be pursued in the name of the providing Party, the providing Party shall permit the purchasing Party to pursue and control the contest in the name of providing Party and providing Party shall have the opportunity to participate fully in the preparation of such contest. In any such contest, the purchasing Party shall promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority.

11.3.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency or such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

11.3.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.

11.3.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereof, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are reasonably and necessarily incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

11.3.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

11.4 Taxes And Fees Imposed On Seller But Passed On To Purchaser

11.4.1 Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its Customer, shall be borne by the purchasing Party.

11.4.2 To the extent permitted by Applicable Law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, to the extent permitted by Section 11 with respect to the billing of services provided hereunder, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.

11.4.3 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee and with respect to whether to contest the imposition of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain responsibility for determining whether and to what extent any such taxes or fees are applicable. The providing Party shall further retain responsibility for determining whether and how to contest the imposition of such taxes or fees, provided, however, the Parties agree to consult in good faith as to such contest and that any such contest undertaken at the request of the purchasing Party shall be at the purchasing Party's expense. In the event that such contest must be pursued in the name of the providing Party, providing Party shall permit purchasing Party to pursue the contest in the name of the providing Party and the providing Party shall have the opportunity to participate fully in the preparation of such contest.

11.4.4 If, after consultation in accordance with the preceding Section 11.4.3, the purchasing Party does not agree with the providing Party's final determination as to the application or basis of a particular tax or fee, and if the providing Party, after receipt of a written request by the purchasing Party to contest the imposition of such tax or fee with the imposing authority, fails or refuses to pursue such contest or to allow such contest by the purchasing Party, the purchasing Party may utilize the dispute resolution process outlined in Section 16 of the General Terms and Conditions of this Agreement. Utilization of the dispute resolution process shall not relieve the purchasing party from liability for any tax or fee billed by the providing Party pursuant to this subsection during the pendency of such dispute resolution proceeding. In the event that the purchasing Party prevails in such dispute resolution proceeding, it shall be entitled to a refund in accordance with the final decision therein. Notwithstanding the foregoing, if at any time prior to a final decision in such dispute resolution proceeding the providing Party initiates a contest with the imposing authority with respect to any of the issues involved in such dispute resolution proceeding, the dispute resolution proceeding shall be

dismissed as to such common issues and the final decision rendered in the contest with the imposing authority shall control as to such issues.

- 11.4.5 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee with the imposing authority, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery
- 11.4.6 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 11.4.7 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee which purchasing party elects to contest or which purchasing party provides written authorization for the providing party to undertake on behalf of the purchasing party.
- 11.4.8 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority, such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

11.5 Mutual Cooperation

- 11.5.1 In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest. Each Party agrees to indemnify and hold harmless the other Party from and against any losses, damages, claims, demands, suits, liabilities, and expenses, including reasonable attorney's fees, that arise out of its failure to perform its obligations under this section.

12. Force Majeure

In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, revolution, civil

commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by Customer, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); provided however, that the Party so affected shall use best efforts to avoid or remove such causes of non-performance and both Parties shall proceed whenever such causes are removed or cease.

13. Regulatory Matters

- 13.1 BellSouth shall be responsible for obtaining and keeping in effect all Federal Communications Commission, State Commissions, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement. AT&T shall be responsible for obtaining and keeping in effect all Federal Communications Commission, State Commission, franchise authority and other regulatory approvals that may be required in connection with its offering of services to AT&T end users contemplated by this Agreement. AT&T shall reasonably cooperate with BellSouth in obtaining and maintaining any required approvals for which BellSouth is responsible, and BellSouth shall reasonably cooperate with AT&T in obtaining and maintaining any required approvals for which AT&T is responsible.
- 13.2 In the event that BellSouth is required by any governmental authority to file a tariff or make another similar filing ("Filing") in order to implement this Agreement, BellSouth shall (i) consult with AT&T reasonably in advance of such Filing about the form and substance of such Filing, (ii) provide to AT&T its proposed tariff and obtain AT&T's agreement on the form and substance of such Filing, and (iii) take all steps reasonably necessary to ensure that such Filing imposes obligations upon BellSouth that are no less favorable than those provided in this Agreement and preserves for AT&T the full benefit of the rights otherwise provided in this Agreement. In no event shall BellSouth file any tariff to implement this Agreement that purports to govern Services and Elements that is inconsistent with the rates and other terms and conditions set forth in this Agreement unless such rate or other terms and conditions are more favorable than those set forth in this Agreement.

- 13.3 In the event that any final legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of AT&T or BellSouth to perform any material terms of this Agreement, AT&T or BellSouth may, on ninety (90) days' written notice (delivered not later than ninety (90) days following the date on which such action has become legally binding and has otherwise become final) require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the dispute shall follow the dispute resolution procedures set forth in Section 9 of the General Terms and Conditions of this Agreement.

14. Subscriber Listing Information

- 14.1 BellSouth, and BellSouth agrees to accept, AT&T's Subscriber Listing Information (SLI) relating to AT&T's customers in the geographic area(s) covered by this Interconnection Agreement. AT&T authorizes BellSouth to release all such AT&T SLI provided to BellSouth by AT&T to qualifying third parties via either license agreement or BellSouth's Directory Publishers Database Service (DPDS), General Subscriber Services Tariff, Section A38.2, as the same may be amended from time to time. Such CLEC SLI shall be intermingled with BellSouth's own customer listings of any other CLEC that has authorized a similar release of SLI. Where necessary, BellSouth will use good faith efforts to obtain state commission approval of any necessary modifications to Section A38.2 of its tariff to provide for release of third party directory listings, including modifications regarding listings to be released pursuant to such tariff and BellSouth's liability thereunder. BellSouth's obligation pursuant to this Section shall not arise in any particular state until the commission of such state has approved modifications to such tariff.
- 14.2 No compensation shall be paid to AT&T for BellSouth's receipt of AT&T SLI, or for the subsequent release to third parties of such SLI. AT&T agrees that to the extent BellSouth incurs costs to modify its systems to enable the release AT&T's SLI, or costs on an ongoing basis to administer the release of AT&T's SLI, AT&T shall pay to BellSouth its proportionate share of the reasonable costs associated therewith. Before BellSouth incurs any costs under this Section, it shall inform AT&T as of its good faith estimate of AT&T's share of such costs, and AT&T shall have the option of agreeing in writing to the costs, or discontinuing BellSouth's release of AT&T's SLI.
- 14.3 BellSouth shall not be liable for the content or accuracy of any SLI provided by AT&T under this Agreement. AT&T shall indemnify, hold harmless and defend BellSouth from and against any damages, losses, liabilities, demands claims, suits, judgments, costs and expenses (including but not

limited to reasonable attorneys' fees and expenses) arising from BellSouth's tariff obligations or otherwise and resulting from or arising out of any third party's claim of inaccurate AT&T listings provided by AT&T under this Agreement or use of the SLI provided pursuant to this Agreement. BellSouth shall forward to AT&T any complaints received by BellSouth relating to the accuracy or quality of AT&T listings.

- 14.4 Listings and subsequent updates will be released consistent with BellSouth system changes and/or update scheduling requirements.

15. Amendments or Waivers

Except as otherwise provided in this Agreement, no amendment or waiver of any provision of this Agreement, and no consent to any default under this Agreement, shall be effective unless the same is in writing and signed by an officer of the Party against whom such amendment, waiver or consent is claimed. In addition, no course of dealing or failure of a Party strictly to enforce any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition. By entering into this Agreement, neither Party waives any rights granted to them pursuant to the Act.

16. Governing Law

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia, without regard to its conflict of laws principles.

17. Arm's Length Negotiations

This Agreement was executed after arm's length negotiations between the undersigned Parties and reflects the conclusion of the undersigned that this Agreement is in the best interests of all Parties.

18. Notices

- 18.1 Any notices or other communications required or permitted to be given or delivered under this Agreement shall be in hard-copy writing (unless otherwise specifically provided herein) and shall be sufficiently given if delivered personally or delivered by prepaid overnight express service to the following (unless otherwise specifically required by this Agreement to be delivered to another representative or point of contact):

If to AT&T:

Bill Peacock
AT&T

1200 Peachtree St., N.E.
Atlanta, GA 30309

Chief Commercial Attorney
AT&T
Legal Department
1200 Peachtree St., N.E.
Atlanta, GA 30309

BellSouth Telecommunications, Inc.

Assistant Vice President
AT&T Account Team
Interconnection Services
Suite 410
1960 W. Exchange Place
Tucker, GA 30064

General Attorney-Commercial Unit
BellSouth
Legal Department
675 W. Peachtree St., Suite 4300
Atlanta, GA 30375

17.2 Either Party may unilaterally change its designated representative and/or address for the receipt of notices by giving seven (7) days prior written notice to the other Party in compliance with this Section. Any notice or other communication shall be deemed given when received.

19. Rule of Construction

No rule of construction requiring interpretation against the drafting Party hereof shall apply in the interpretation of this Agreement.

20. Headings of No Force or Effect

The headings of Articles and Sections of this Agreement are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.

21. Multiple Counterparts

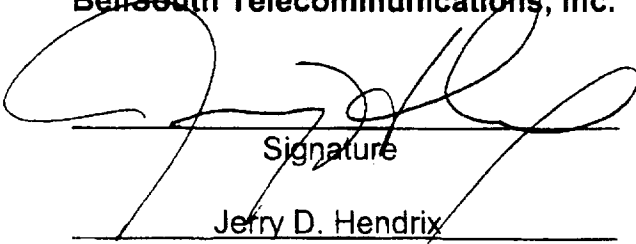
This Agreement may be executed multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.

22. Entire Agreement

This Agreement and its Attachments, incorporated herein by this reference, sets forth the entire understanding and supersedes prior agreements between the Parties relating to the subject matter contained herein and merges all prior discussions between them, and neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year above first written.

BellSouth Telecommunications, Inc.



Signature
Jeffry D. Hendrix

Name

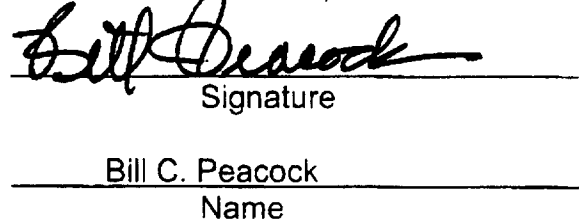
Senior Director

Title

10/11/00

Date

**AT&T Communications of the
South Central States, Inc.**



Signature
Bill C. Peacock

Name

Director – Local Services & Access Mgt.

Title

October 19, 2000

Date

1. Number Portability Coordination of Partial Hunt Migrations

- 1.1 This service provides for manual coordination of a conversion for the partial migration of a hunt group from BellSouth to AT&T with permanent number portability in accordance with the service trial conducted between BellSouth and AT&T.
- 1.2 BellSouth shall provision such service during normal hours of operation.
 - 1.2.1 Normal hours of operation are 8-5 Monday – Friday.
 - 1.2.2 Requests for other than normal hours will be billed at the overtime rate.
 - 1.2.3 Porting for after hours occurring after 9PM will be by mutual agreement of the parties seven days per week. Porting cannot occur during times when the Number Portability Center system is down.
- 1.3 Rates
 - 1.3.1 The following rates apply for Local Number Portability Order Coordination:

Local Number Portability Order Coordination - Hunt Group Rearrangements for non-triggered orders		
Service Type	Business Hours (8:00 am – 5:00pm Monday – Friday)	After Business Hours
Non-Complex service, per LSR	\$105.00	\$260.00
Complex service, per LSR	\$160.00	\$300.00

2. Order Coordination – Time Specific

- 2.1 “Order-Coordination-Time Specific” is a chargeable option and refers to service order coordination in which AT&T requests a specific time for a service order conversion to take place. Loops on a single service order of 14 or more loops will be provisioned on a project basis. If AT&T specifies a time outside the regular working hours as defined below, or selects a time or quantity of loops in excess of 14 that require BellSouth technicians to work outside regular working hours, overtime charges may apply in addition to the OC-TS charges. Overtime charges will be applied according to actual costs based on type of force group required to perform the work, overtime hours worked.
- 2.2 For purposes of this Agreement BellSouth’s regular working hours are defined as follows:

- 2.2.1 Monday – Friday – 8:00 a.m. – 6:00 p.m. (Excluding Holidays)
(Resale/UNE non-coordinated, coordinated orders and order coordination-time specific)
- 2.2.2 Saturday - 8:00 a.m. – 6:00 p.m. (Excluding Holidays)
(Resale/UNE non-coordinated orders)
- 2.3 It is understood and agreed that BellSouth technicians involved in provisioning service to AT&T may work shifts outside of BellSouth's regular working hours as defined in Section 2.2 above (e.g., the employee's shift ends at 7:00 p.m. during daylight savings time). To the extent that AT&T requests that work necessarily required in the provisioning of service to be performed outside BellSouth's regular working hour and that work is performed by a BellSouth technician during his or her scheduled shift such that BellSouth does not incur any additional costs in performing the work on behalf of AT&T, BellSouth will not assess AT&T additional charges beyond the rates and charges specified in this Agreement.
- 2.4 The rates of OC-TS are as follows:

Order Coordination-Time Specific	USOC	Tennessee
NRC- Incremental Charge - per LSR	OCOSL	34.29*

* Rate is interim, subject to true up once permanent rates are ordered by Commission.

3. Unbundled Network Element Combinations

- 3.1 Unbundled Network Element Combinations shall include: 1) Enhanced Extended Links (EELs) 2) UNE Loops/Special Access Combinations 3) Loop/Port Combinations and 4) Transport Combinations.
- 3.1.1 Notwithstanding anything in this Section hereof, the Parties do not agree as to whether BellSouth's definition of the phrase "Currently Combined" as utilized herein is consistent with applicable FCC Orders and the Parties are currently arbitrating this issue before the state Commission. The use with this Agreement of the phrase "Currently Combined" and the meaning attached hereto shall not prejudice either Party nor shall it be used by either Party to discredit the other Party's position during such arbitrations or otherwise. Moreover neither Party waives any rights it may have to take any position, whether or not contrary to the agreed upon provisions herein, before the Commission or the FCC, relating to UNE Combinations.

3.2 Subject to 3.1.1 above, for purposes of this Section, references to "Currently Combined" network elements shall mean that such network elements are in fact already combined by BellSouth in the BellSouth network to provide service to a particular end user at a particular location.

3.3 EELs

3.3.1. Where facilities permit and where necessary to comply with an effective FCC and/or State Commission order, or as otherwise mutually agreed by the Parties, BellSouth shall offer access to loop and transport combinations, also known as the Enhanced Extended Link ("EEL") as defined in Section 3.3.2 below.

3.3.2 Subject to Section 3.3.3 below, BellSouth will provide access to the EEL in the combinations set forth in Section 3.3.4 following. This offering is intended to provide connectivity from an end user's location through that end user's SWC to AT&T's POP serving wire center. The circuit must be connected to AT&T's switch for the purpose of provisioning telephone exchange service to AT&T's end-user customers. The EEL will be connected to AT&T's facilities in AT&T's collocation space at the POP SWC, or AT&T may purchase BellSouth's access facilities between AT&T's POP and AT&T's collocation space at the POP SWC.

3.3.3 BellSouth shall provide EEL combinations to AT&T in Georgia regardless of whether or not such EELs are Currently Combined. In all other states, BellSouth shall make available to AT&T those EEL combinations described in Section 3.3.4 below only to the extent such combinations are Currently Combined. Furthermore, BellSouth will make available EEL combinations to AT&T in density Zone 1, as defined in 47 C.F.R. 69.123 as of January 1, 1999, in the Nashville, TN; MSA regardless of whether or not such EELs are Currently Combined. Except as stated above, EELs will be provided to AT&T only to the extent such network elements are Currently Combined.

3.3.4 EEL Combinations

3.3.4.1 DS1 Interoffice Channel + DS1 Channelization + 2-wire VG Local Loop

3.3.4.2 DS1 Interoffice Channel + DS1 Channelization + 4-wire VG Local Loop

- 3.3.4.3 DS1 Interoffice Channel + DS1 Channelization + 2-wire ISDN Local Loop
- 3.3.4.4 DS1 Interoffice Channel + DS1 Channelization + 4-wire 56 kbps Local Loop
- 3.3.4.5 DS1 Interoffice Channel + DS1 Channelization + 4-wire 64 kbps Local Loop
- 3.3.4.6 DS1 Interoffice Channel + DS1 Local Loop
- 3.3.4.7 DS3 Interoffice Channel + DS3 Local Loop
- 3.3.4.8 STS-1 Interoffice Channel + STS-1 Local Loop
- 3.3.4.9 DS3 Interoffice Channel + DS3 Channelization + DS1 Local Loop
- 3.3.4.10 STS-1 Interoffice Channel + DS3 Channelization + DS1 Local Loop
- 3.3.4.11 2-wire VG Interoffice Channel + 2-wire VG Local Loop
- 3.3.4.12 4wire VG Interoffice Channel + 4-wire VG Local Loop
- 3.3.4.13 4-wire 56 kbps Interoffice Channel + 4-wire 56 kbps Local Loop
- 3.3.4.14 4-wire 64 kbps Interoffice Channel + 4-wire 64 kbps Local Loop
- 3.3.5 EEL combinations for DS1 level and above will be available only when AT&T provides and handles at least one third of the end user's local traffic over the facility provided. In addition, on the DS1 loop portion of the combination, at least fifty (50) percent of the activated channels must have at least five (5) percent local voice traffic individually and, for the entire DS1 facility, at least ten (10) percent of the traffic must be local voice traffic.
- 3.3.6 When combinations of loop and transport network elements include multiplexing, each of the individual DS1 circuits must meet the above criteria.
- 3.3.7 Special Access Service Conversions
- 3.3.7.1 AT&T may not convert special access services to combinations of loop and transport network elements, whether or not AT&T self-provides its entrance facilities (or obtains entrance facilities from a third party), unless AT&T uses the combination to provide a significant amount of local exchange service, in addition to exchange access service, to a particular customer. To the extent

AT&T requests to convert any special access services to combinations of loop and transport network elements at UNE prices, AT&T shall provide to BellSouth a letter certifying that AT&T is providing a significant amount of local exchange service (as described in this Section) over such combinations. The certification letter shall also indicate under what local usage option AT&T seeks to qualify for conversion of special access circuits. AT&T shall be deemed to be providing a significant amount of local exchange service over such combinations if one of the following options is met:

- 3.3.7.1.2 AT&T certifies that it is the exclusive provider of an end user's local exchange service. The loop-transport combinations must terminate at AT&T's collocation arrangement in at least one BellSouth central office. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, AT&T is the end user's only local service provider, and thus, is providing more than a significant amount of local exchange service. AT&T can then use the loop-transport combinations that serve the end user to carry any type of traffic, including using them to carry 100 percent interstate access traffic; or
- 3.3.7.1.3 AT&T certifies that it provides local exchange and exchange access service to the end user customer's premises and handles at least one third of the end user customer's local traffic measured as a percent of total end user customer local dialtone lines; and for DS1 circuits and above, at least 50 percent of the activated channels on the loop portion of the loop-transport combination have at least 5 percent local voice traffic individually, and the entire loop facility has at least 10 percent local voice traffic. When a loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet this criteria. The loop-transport combination must terminate at AT&T's collocation arrangement in at least one BellSouth central office. This option does not allow loop-transport combinations to be connected to BellSouth tariffed services; or
- 3.3.7.1.4 AT&T certifies that at least 50 percent of the activated channels on a circuit are used to provide originating and terminating local dialtone service and at least 50 percent of the traffic on each of these local dialtone channels is local voice traffic, and that the entire loop facility has at least 33 percent local voice traffic. When a loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet this criteria. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, collocation is not required. AT&T does not need to provide a defined portion of the

end user's local service, but the active channels on any loop-transport combination, and the entire facility, must carry the amount of local exchange traffic specified in this option.

- 3.3.7.1.5 In addition, there may be extraordinary circumstances where AT&T is providing a significant amount of local exchange service, but does not qualify under any of the three options set forth in Section 3.3.7.1. In such case, AT&T may petition the FCC for a waiver of the local usage options set forth in the June 2, 2000 Order. If a waiver is granted, then upon AT&T's request the Parties shall amend this Agreement to the extent necessary to incorporate the terms of such waiver for such extraordinary circumstance.
- 3.3.7.1.6 BellSouth may at its sole discretion audit AT&T records in order to verify the type of traffic being transmitted over combinations of loop and transport network elements. The audit shall be conducted by a third party independent auditor, and AT&T shall be given thirty days written notice of scheduled audit. Such audit shall occur no more than one time in a calendar year, unless results of an audit find noncompliance with the significant amount of local exchange service requirement. In the event of noncompliance, AT&T shall reimburse BellSouth for the cost of the audit. If, based on its audits, BellSouth concludes that AT&T is not providing a significant amount of local exchange traffic over the combinations of loop and transport network elements, BellSouth may file a complaint with the appropriate Commission, pursuant to the dispute resolution process as set forth in the Interconnection Agreement. In the event that BellSouth prevails, BellSouth may convert such combinations of loop and transport network elements to special access services and may seek appropriate retroactive reimbursement from AT&T.
- 3.3.8 Rates
 - 3.3.8.1 Subject to Section 3.3.2 and 3.3.3 preceding, for all other states, the non-recurring and recurring rates for the Currently Combined EEL combinations set forth in Section 3.3.4 and other Currently Combined network elements will be the sum of the recurring rates for the individual network elements plus a non recurring charge set forth in Exhibit A of this Attachment.
- 3.3.9 Multiplexing
 - 3.3.9.1 Where multiplexing functionality is required in connection with loop and transport combinations, such multiplexing will be provided at the rates and on the terms set forth in this Agreement.

3.4 Other Network Element Combinations

- 3.4.1 BellSouth shall make available to AT&T, in accordance with Section 3.4.1.1 below, combinations of network elements other than EELs only to the extent such combinations are Currently Combined.
- 3.4.1.1 Rates
- 3.4.1.1.1 For all other states, the non-recurring and recurring rates for the Other Network Element Combinations that are Currently Combined will be the sum of the recurring rates for the individual network elements plus a non recurring charge set forth in Exhibit A of this Attachment.

3.5 UNE/Special Access Combinations

- 3.5.1 Additionally, BellSouth shall make available to AT&T a combination of an unbundled loop and tariffed special access interoffice facilities. To the extent AT&T will require multiplexing functionality in connection with such combination, BellSouth will provide access to multiplexing within the central office pursuant to the terms, conditions and rates set forth in its Access Services Tariffs. The tariffed special access interoffice facilities and any associated tariffed services, including but not limited to multiplexing, shall not be eligible for conversion to UNEs as described in Section 3.3.7.
- 3.5.2 Rates
- 3.5.2.1 The non-recurring and recurring rates for UNE/Special Access Combinations will be the sum of the unbundled loop rates as set forth in Exhibit A attached hereto and the interoffice transport rates and multiplexing rates as set forth in the Access Services Tariff.

3.6 Port/Loop Combinations

- 3.6.1 At AT&T's request, BellSouth shall provide access to combinations of port and loop network elements, as set forth in Section 3.6.2 below, that are Currently Combined in BellSouth's network except as specified in Sections 3.6.1.1 and 3.6.1.2 below.
- 3.6.1.1 BellSouth shall not provide combinations of port and loop network elements on an unbundled basis in locations where, pursuant to FCC rules, BellSouth is not required to provide circuit switching as an unbundled network element.

- 3.6.1.2 In accordance with effective and applicable FCC rules, BellSouth shall not be required to provide circuit switching as an unbundled network element in density Zone 1, as defined in 47 C.F.R. 69.123 as of January 1, 1999 of the Nashville, TN; MSA to AT&T if AT&T's customer has 4 or more DS0 equivalent lines.
- 3.6.1.3 Combinations of port and loop network elements provide local exchange service for the origination or termination of calls. BellSouth shall make available the following loop and port combinations at the terms and at the rates set forth below:
- 3.6.1.4 In all other states, BellSouth shall provide to AT&T combinations of port and loop network elements on an unbundled basis if such combinations are Currently Combined, except in those locations where BellSouth is not required to provide unbundled circuit switching, as forth in Sections 3.6.1.1 and 3.6.1.2 above. The rates for such combinations shall be the cost based rates set forth in Exhibit A of this Attachment.
- 3.6.1.5 In all states other than Georgia, except in those locations where BellSouth is not required to provide unbundled circuit switching, as set forth in Sections 3.6.1.1 and 3.6.1.2, BellSouth shall provide to AT&T combinations of port and loop network elements that are not Currently Combined. The rate for such combinations shall be negotiated by the Parties.
- 3.6.1.6 In those locations where BellSouth is not required to provide unbundled circuit switching, as set forth in Sections 3.6.1.1 and 3.6.1.2, BellSouth shall provide to AT&T combinations of port and loop network elements whether or not such combinations are Currently Combined. The rates for Currently Combined combinations are the market based rates as set forth in Exhibit A. The rates for not Currently Combined combinations shall be negotiated by the Parties.
- 3.6.2 Combination Offerings
- 3.6.2.2 2-wire voice grade port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 3.6.2.3 2-wire voice grade DID port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

- 3.6.2.4 2-wire CENTREX port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 3.6.2.5 2-wire ISDN Basic Rate Interface, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 3.6.2.6 2-wire ISDN Primary Rate Interface, DS1 loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.
- 3.6.2.7 4-wire DS1 Trunk port, DS1 Loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

BELLSOUTH AT&T RATES
NETWORK ELEMENTS
AND OTHER SERVICES
LOOP/PORT COMBINATIONS

Attachment 1
Exhibit A
Rates - Page 1

DESCRIPTION	USOC	TN
UNBUNDLED LOOP COMBINATIONS		
Unbundled Loop/Port Combinations (Note 4)		
MARKET RATES (INCLUDING ALL VERTICAL FEATURES) (Note 1)		
Density Zone 1 / Top 8 MSAs in BellSouth Region		Nashville
Customers with 4 or more DSO Equivalent		
Currently Combined (Note 2)		
2-Wire Voice Grade Loop with 2-Wire Line Port (Res. and Bus.)		
2-Wire Voice Grade Line Port (Res.), per month		
2-wire voice unbundled port - residence	UEPRL	\$14.00
2-wire voice unbundled port with caller ID - residence	UEPRC	\$14.00
2-wire voice unbundled port outgoing only - residence	UEPRO	\$14.00
2-wire voice unbundled area plus port with caller ID - residence	UEPRM	\$14.00
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (F2R)	UEPAK	\$14.00
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACER)	UEPAL	\$14.00
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACSR)	UEPAM	\$14.00
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (1MF2X)	UEPAN	\$14.00
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (2MR)	UEPAO	\$14.00
2-wire voice unbundled res. low usage line port with Caller ID (LUM)	UEPAP	\$14.00
2-Wire Voice Grade Line Port (Bus.), per month		
2-wire voice unbundled port without Caller ID	UEPBL	\$14.00
2-wire voice unbundled port with unbundled port with Caller+E484 ID	UEPBC	\$14.00
2-wire voice unbundled outgoing only port	UEPBO	\$14.00
2-wire voice unbundled area plus port with Caller ID	UEPBM	\$14.00
2-wire voice unbundled incoming only port with Caller ID	UEPBI	\$14.00
2-wire voice unbundled LA Bus Area Calling Port with Caller ID (BUC)	UEPAA	NA
2-wire voice unbundled SC Bus Area Calling Port with Caller ID (LMB)	UEPAB	NA
2-wire voice unbundled TN Bus 2-Way Area Calling Port Economy Option (TACC1)	UEPAC	\$14.00
2-wire voice unbundled TN Bus 2-Way Area Calling Port Standard Option (TACC2)	UEPAD	\$14.00
2-wire voice unbundled TN Bus 2-WAY Collierville and Memphis Local Calling Port (B2F)	UEPAE	\$14.00
2-Wire Voice Grade Loop (SL1) (Res. and Bus.)		
RC - 2-Wire Voice Grade Loop Zone 1	UEPLX	\$15.92
RC - 2-Wire Voice Grade Loop Zone 2	UEPLX	\$20.79
RC - 2-Wire Voice Grade Loop Zone 3	UEPLX	\$27.18
Combination Rates		
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 1 (Note 6)	Note 8	\$29.92
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 2 (Note 6)	Note 8	\$34.79
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 3 (Note 6)	Note 8	\$41.18
NRC - 2-Wire Voice Grade Loop/Line Port Combination - 1st Switch as is	TBD	\$41.50
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Add'l Switch as is	TBD	\$41.50
NRC - 2-Wire Voice Grade Loop/Line Port Combination - 1st Switch with change	TBD	\$41.50
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Add'l Switch with change	TBD	\$41.50
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent	TBD	\$10.00
NRC - 2-Wire Voice Grade Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces	SOMEK	\$3.50
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual (Svc Order vs. Electronic - 1st)	SOMAN	\$30.89
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual (Svc Order vs. Electronic - Add'l)	SOMAN	\$7.03
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update - Electronic	TBD	TBD
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update - Manual Service Order	TBD	TBD
NRC - Incremental Manual Service Order Disconnect	TBD	\$20.00
2-Wire Voice Grade Loop - Bus Only with 2-Wire DID Trunk Port		
2-Wire Line Port - DID Trunk Port, per month	UEPD1	TBD
2-Wire Voice Grade Loop (SL2)		
RC - 2-Wire Voice Grade Loop Zone 1	UECD1	\$15.92
RC - 2-Wire Voice Grade Loop Zone 2	UECD1	\$20.79
RC - 2-Wire Voice Grade Loop Zone 3	UECD1	\$27.18
Combination Rates		
RC - 2-Wire Voice Grade Loop with 2-Wire DID Port, Zone 1 (Note 6)	Note 8	TBD
RC - 2-Wire Voice Grade Loop with 2-Wire DID Port, Zone 2 (Note 6)	Note 8	TBD
RC - 2-Wire Voice Grade Loop with 2-Wire DID Port, Zone 3 (Note 6)	Note 8	TBD
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - 1st	TBD	TBD
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - Add'l	TBD	TBD
NRC - 2-Wire Voice Grade Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces (Note 7)	SOMEK	\$3.50
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - Incremental Cost - Manual Service Order - 1st	TBD	TBD

**BELLSOUTH/AT&T RATES
NETWORK ELEMENTS
AND OTHER SERVICES
LOOP/PORT COMBINATIONS**

Attachment 1
Exhibit A
Rates - Page 2

DESCRIPTION	USOC	TN
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - Incremental Cost- Manual Service Order - Addl	TBD	TBD
2-Wire ISDN Digital Grade Loop with 2-wire ISDN Digital Port		
2-wire ISDN Digital Port, per month	UEPPB	TBD
2-Wire ISDN Digital Grade Loop		
RC - 2-Wire ISDN Digital Grade Loop - Zone 1	USL2X	\$15.92
RC - 2-Wire ISDN Digital Grade Loop - Zone 2	USL2X	\$20.76
RC - 2-Wire ISDN Digital Grade Loop - Zone 3	USL2X	\$27.18
Combination Rates		
RC - 2-Wire ISDN Digital Grade Loop with 2-wire ISDN Digital Port - Statewide	Note 8	NA
RC - 2-Wire ISDN Digital Grade Loop with 2-wire ISDN Digital Port - Zone 1	Note 8	TBD
RC - 2-Wire ISDN Digital Grade Loop with 2-wire ISDN Digital Port - Zone 2	Note 8	TBD
RC - 2-Wire ISDN Digital Grade Loop with 2-wire ISDN Digital Port - Zone 3	Note 8	TBD
NRC - 2-Wire ISDN Digital Grade Loop/2-wire ISDN Digital Port - 1st conversion	USACB	TBD
NRC - 2-Wire ISDN Digital Grade Loop/2-wire ISDN Digital Port - Add'l conversion	USACB	TBD
NRC - 2-Wire ISDN Digital Grade Loop/2-wire ISDN Digital Port - Non Feature Subsequent Activity	USASB	TBD
NRC - 2-Wire Voice Grade Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces (Note 7)	SOME C	\$3.50
4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port		
4 - Wire ISDN DS1 Digital Trunk Port	UEPPP	TBD
4 - Wire DS1 Digital Loop		
RC - 4 - Wire DS1 Digital Loop- Zone 1	USL4P	\$57.73
RC - 4 - Wire DS1 Digital Loop- Zone 2	USL4P	\$75.40
RC - 4 - Wire DS1 Digital Loop- Zone 3	USL4P	\$98.59
Combination Rates		
RC - 4-Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port - Statewide	Note 8	NA
RC - 4-Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port - Zone 1	Note 8	TBD
RC - 4-Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port - Zone 2	Note 8	TBD
RC - 4-Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port - Zone 3	Note 8	TBD
NRC - 4-Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port Combination - 1st conversion	TBD	TBD
NRC - 4-Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port - Combination - Add'l conversion	TBD	TBD
NRC - 4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Subsequent Channel Activation - Per Channel	TBD	TBD
NRC - 4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Subsequent Inward/2way Telephone Numbers	TBD	TBD
NRC - 4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Subsequent Outward Telephone Numbers	TBD	TBD
NRC - 4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Subsequent Inward Telephone Numbers	TBD	TBD
NRC - 4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Subsequent Service Order Per Order	TBD	TBD
NRC - 2-Wire Voice Grade Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces (Note 7)	SOME C	\$3.50
4 - Wire DS1 Digital Loop with 4 - Wire DID Trunk Port		
4 - Wire DID Trunk Port	TBD	TBD
4 - Wire DS1 Digital Loop		
RC - 4 - Wire DS1 Digital Loop- Zone 1	TBD	\$57.73
RC - 4 - Wire DS1 Digital Loop- Zone 2	TBD	\$75.40
RC - 4 - Wire DS1 Digital Loop- Zone 3	TBD	\$98.59
RC - 4-Wire DS1 Digital Loop with 4-wire DID Trunk Port - Statewide	Note 8	NA
RC - 4-Wire DS1 Digital Loop with 4-wire DID Trunk Port - Zone 1	Note 8	TBD
RC - 4-Wire DS1 Digital Loop with 4-wire DID Trunk Port - Zone 2	Note 8	TBD
RC - 4-Wire DS1 Digital Loop with 4-wire DID Trunk Port - Zone 3	Note 8	TBD
NRC - 4 - Wire DS1 Digital Loop with 4 - Wire DID Trunk Port - 1st	TBD	TBD
NRC - 4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Add'l	TBD	TBD
NRC - 4 - Wire DS1 Digital Loop with 4 - Wire DID Trunk Port - Subsequent Channel Activation - Per Channel	TBD	TBD
NRC - 4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Subsequent Telephone Numbers	TBD	TBD
NRC - 4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Subsequent Signaling Changes	TBD	TBD
NRC - 4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Subsequent Service Order Per Order	TBD	TBD
NRC - 2-Wire Voice Grade Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces (Note 7)	SOME C	\$2.50
2-Wire Voice Grade Loop with 2-Wire Line Port PBX		
2-Wire Analog Line Port (PBX), per month		
2 WIRE VOICE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - RESIDENCE	UEPRD	\$14.00
LINE SIDE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - BUSINESS	UEPPC	\$14.00
LINE SIDE UNBUNDLED OUTWARD PBX TRUNK - BUSINESS	UEPPO	\$14.00
LINE SIDE UNBUNDLED INCOMING PBX TRUNK - BUSINESS	UEPP1	\$14.00

**BELLSOUTH/AT&T RATES
NETWORK ELEMENTS
AND OTHER SERVICES
LOOP/PORT COMBINATIONS**

Attachment 1
Exhibit A
Rates - Page 3

DESCRIPTION	USOC	TN
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX ALABAMA CALLING PORT	UEPA2	NA
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX LOUISIANA CALLING PORT	UEPL2	NA
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL PORTS	UEPLD	\$14.00
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX TENNESSEE CALLING PORT	UEPT2	\$14.00
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX TENNESSEE CALLING PORT	UEPTO	\$14.00
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX USAGE PORT	UEPXA	\$14.00
2-WIRE VOICE UNBUNDLED PBX TOLL TERMINAL HOTEL PORTS	UEPXB	\$14.00
2-WIRE VOICE UNBUNDLED PBX LD DDD TERMINALS PORT	UEPXC	\$14.00
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD PORT	UEPXD	\$14.00
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD IDD CAPABLE PORT	UEPXE	\$14.00
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT	UEPXL	\$14.00
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ROOM CALLING PORT	UEPXM	\$14.00
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT/TENNESSEE CALLING PORT	UEPXN	\$14.00
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL DISCOUNT ROOM CALLING PORT	UEPXO	\$14.00
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX MEASURED PORT	UEPXS	\$14.00
2-WIRE VOICE UNBUNDLED 2-WAY PBX SOUTH CAROLINA AREA PLUS CALLING PORT	UEPXT	NA
2-WIRE VOICE UNBUNDLED PBX COLLETSVILLE & MEMPHIS CALLING PORT	UEPXU	\$14.00
2-WIRE VOICE UNBUNDLED 2-WAY PBX TENNESSEE REGIONSERV CALLING PORT	UEPXV	\$14.00
LOCAL NUMBER PORTABILITY (REQUIRES ONE PER PORT)	LNPCP	
2-Wire Voice Grade Loop (SL 1)		
RC - 2-Wire Voice Grade Loop - Zone 1	UEPLX	\$15.92
RC - 2-Wire Voice Grade Loop - Zone 2	UEPLX	\$20.79
RC - 2-Wire Voice Grade Loop - Zone 3	UEPLX	\$27.18
RC - 2-Wire Voice Grade Loop - Zone 4	UEPLX	NA
Combination Rates		
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 1 (Note 6)	Note 8	\$29.92
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 2 (Note 6)	Note 8	\$34.79
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 3 (Note 6)	Note 8	\$41.18
NRC - 2-Wire Voice Grade Loop/Line Port Combination - 1st Switch as is	TBD	\$41.50
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Add'l Switch as is	TBD	\$41.50
NRC - 2-Wire Voice Grade Loop/Line Port Combination - 1st Switch with change	TBD	\$41.50
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Add'l Switch with change	TBD	\$41.50
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent	TBD	\$10.00
NRC - 2-Wire Voice Grade Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces (Note 7)	SOME C	\$3.50
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual Svc Order vs. Electronic - 1st	SOMAN	\$30.89
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual Svc Order vs. Electronic - Add'l	SOMAN	\$7.03
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update - Electronic	TBD	TBD
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update - Manual Service Order	TBD	TBD
NRC - Incremental Manual Service Order Disconnect	TBD	\$20.00
NRCs for New (not Currently Combined) in Georgia		
NRC - 2-Wire Voice Grade Loop/Line Port Combination - 1st	TBD	NA
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Add'l	TBD	NA
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent	TBD	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Disconnect - 1st	TBD	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Disconnect - Add'l	TBD	NA
NRC - 2-Wire Voice Grade Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces	SOME C	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - Incremental Cost Manual vs. Electronic - New - 1st	TBD	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - Incremental Cost Manual vs. Electronic - New - Add'l	TBD	NA
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update - Electronic	TBD	NA
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update - Manual Service Order	TBD	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - Incremental Cost Manual vs. Electronic - New - Disconnect	TBD	NA
COST BASED RATES (Notes 2 & 3)		
Currently Combined		
2-Wire Voice Grade Loop with 2-Wire Line Port		

**BELLSOUTH/AT&T RATES
NETWORK ELEMENTS
AND OTHER SERVICES
LOOP/PORT COMBINATIONS**

Attachment 1
Exhibit A
Rates - Page 4

DESCRIPTION	USOC	TN
2-Wire Voice Grade Line Port (Res.), per month		
2-wire voice unbundled port - residence	UEPRL	\$1.90
2-wire voice unbundled port with caller ID - residence	UEPRC	\$1.90
2-wire voice unbundled port outgoing only - residence	UEPRO	\$1.90
2-wire voice unbundled area plus port with caller ID - residence	UEPRM	\$1.90
2-wire voice unbundled Florida area calling with caller ID - residence	UEPAF	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (RUL)	UEPAG	NA
2-wire voice unbundled Louisiana Area Plus with caller ID - residence (AC7)	UEPAH	NA
2-wire voice unbundled South Carolina Area Calling port with Caller ID - residence (LWB)	UEPAJ	NA
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (F2R)	UEPAK	\$1.90
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACER)	UEPAL	\$1.90
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (TACSR)	UEPAM	\$1.90
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (1MF2X)	UEPAN	\$1.90
2-wire voice unbundled Tennessee Area Calling port with Caller ID - residence (2MR)	UEPAO	\$1.90
2-wire voice unbundled res. low usage line port with Caller ID (LUM)	UEPAP	\$1.90
2-Wire Voice Grade Line Port (Bus.), per month		
2-wire voice unbundled port without Caller ID	UEPBL	\$1.90
2-wire voice unbundled port with unbundled port with Caller+E484 ID	UEPBC	\$1.90
2-wire voice unbundled outgoing only port	UEPBO	\$1.90
2-wire voice unbundled area plus port with Caller ID	UEPBM	\$1.90
2-wire voice unbundled incoming only port with Caller ID	UEPBI	\$1.90
2-wire voice unbundled LA Bus Area Calling Port with Caller ID (BUC)	UEPAA	NA
2-wire voice unbundled SC Bus Area Calling Port with Caller ID (LMB)	UEPAB	NA
2-wire voice unbundled TN Bus 2-Way Area Calling Port Economy Option (TACC1)	UEPAC	\$1.90
2-wire voice unbundled TN Bus 2-Way Area Calling Port Standard Option (TACC2)	UEPAD	\$1.90
2-wire voice unbundled TN Bus 2-WAY Collierville and Memphis Local Calling Port (B2F)	UEPAE	\$1.90
2-Wire Voice Grade Loop (SL1)		
RC - 2-Wire Voice Grade Loop - Statewide	UEPLX	NA
RC - 2-Wire Voice Grade Loop - Zone 1	UEPLX	\$15.92
RC - 2-Wire Voice Grade Loop - Zone 2	UEPLX	\$20.79
RC - 2-Wire Voice Grade Loop - Zone 3	UEPLX	\$27.18
RC - 2-Wire Voice Grade Loop - Zone 4	UEPLX	NA
Combination Rates		
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Statewide	Note 8	NA
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 1 (Note 6)	Note 8	\$17.84
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 2 (Note 6)	Note 8	\$22.69
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 3 (Note 6)	Note 8	\$29.08
RC - 2-Wire Voice Grade Loop with 2-Wire Line Port, Zone 4 (Note 6)	Note 8	NA
NRC - 2-Wire Voice Grade Loop/Line Port Combination - 1st. Switch as is	USAC2	\$1.03
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Add'l. Switch as is	USAC2	\$0.2886
NRC - 2-Wire Voice Grade Loop/Line Port Combination - 1st. Switch with change	USACC	\$1.03
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Add'l. Switch with change	USACC	\$0.2886
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent	USAS2	\$10.00
NRC - 2-Wire Voice Grade Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces (Note 7)	SOMECC	\$3.50
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual Svc Order vs. Electronic - 1st	SOMAN	\$30.89
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Incremental Cost - Manual Svc Order vs. Electronic - Add'l	SOMAN	\$7.03
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update - Electronic	TBD	\$0.76
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update - Manual Service Order	TBD	\$7.97
NRC - Incremental Manual Service Order Disconnect	TBD	\$20.00
NRCs for New (not Currently Combined) as ordered in Georgia:		
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - 1st	TBD	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Add'l	TBD	NA
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent	USAS2	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Disconnect - 1st	TBD	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - New - Disconnect - Add'l	TBD	NA
NRC - 2-Wire Voice Grade Loop/Line Port Combination - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces (Note 7)	SOMECC	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - Incremental Cost Manual vs. Electronic - New - 1st	TBD	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - Incremental Cost Manual vs. Electronic - New - Add'l	TBD	NA
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update - Electronic	TBD	NA
NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent Database Update - Manual Service Order	TBD	NA

BELLSOUTH/AT&T RATES
NETWORK ELEMENTS
AND OTHER SERVICES
LOOP/PORT COMBINATIONS

Attachment 1
Exhibit A
Rates - Page 5

DESCRIPTION	USOC	TN
NRC - 2-Wire Voice Grade Loop with 2-Wire Line Port - Incremental Cost Manual vs. Electronic - New - Disconnect	TBD	NA
2-Wire Voice Grade Loop - Bus Only with 2-Wire DID Trunk Port		
2-Wire Line Port - DID Trunk Port, per month	UEPD1	\$8.78
2-Wire Voice Grade Loop (SL2)		
RC - 2-Wire Voice Grade Loop - Statewide	UECD1	NA
RC - 2-Wire Voice Grade Loop - Zone 1	UECD1	\$15.92
RC - 2-Wire Voice Grade Loop - Zone 2	UECD1	\$20.79
RC - 2-Wire Voice Grade Loop - Zone 3	UECD1	\$27.18
RC - 2-Wire Voice Grade Loop - Zone 4	UECD1	NA
Combination Rates		
RC - 2-Wire Voice Grade Loop with 2-Wire DID Port, Statewide	Note 8	NA
RC - 2-Wire Voice Grade Loop with 2-Wire DID Port, Zone 1 (Note 6)	Note 8	\$24.70
RC - 2-Wire Voice Grade Loop with 2-Wire DID Port, Zone 2 (Note 6)	Note 8	\$29.57
RC - 2-Wire Voice Grade Loop with 2-Wire DID Port, Zone 3 (Note 6)	Note 8	\$35.96
RC - 2-Wire Voice Grade Loop with 2-Wire DID Port, Zone 4 (Note 6)	Note 8	NA
NRC - 2-Wire Voice Grade Loop with 2-Wire DID Port - 1st	TBD	\$8.76
NRC - 2-Wire Voice Grade Loop with 2-Wire DID Port - Addl	TBD	\$5.75
NRC - 2-Wire Voice Grade Loop/Line Port Combination - OSS LSR Charge Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces (Note 7)	SOME C	\$3.50
NRC - 2-Wire Voice Grade Loop with 2-Wire DID Port - Incremental Cost- Manual Service Order - 1st	TBD	\$41.43
NRC - 2-Wire Voice Grade Loop with 2-Wire DID Port - Incremental Cost- Manual Service Order - Addl	TBD	\$9.80
2-Wire ISDN Digital Grade Loop with 2-wire ISDN Digital Port		
2-wire ISDN Digital Port per month	UEPPB	\$18.21
2-Wire ISDN Digital Grade Loop		
RC - 2-Wire ISDN Digital Grade Loop - Zone 1	USL2X	\$15.92
RC - 2-Wire ISDN Digital Grade Loop - Zone 2	USL2X	\$20.79
RC - 2-Wire ISDN Digital Grade Loop - Zone 3	USL2X	\$27.18
RC - 2-Wire ISDN Digital Grade Loop - Zone 4	USL2X	NA
Combination Rates		
RC - 2-Wire ISDN Digital Grade Loop with 2-wire ISDN Digital Port - Zone 1	Note 8	\$34.13
RC - 2-Wire ISDN Digital Grade Loop with 2-wire ISDN Digital Port - Zone 2	Note 8	\$39.00
RC - 2-Wire ISDN Digital Grade Loop with 2-wire ISDN Digital Port - Zone 3	Note 8	\$45.39
RC - 2-Wire ISDN Digital Grade Loop with 2-wire ISDN Digital Port - Zone 4	Note 8	NA
NRC - 2-Wire ISDN Digital Grade Loop/2-wire ISDN Digital Port - 1st conversion	USACB	\$117.23
NRC - 2-Wire ISDN Digital Grade Loop/2-wire ISDN Digital Port - Addl conversion	USACB	\$117.23
NRC - 2-Wire ISDN Digital Grade Loop/2-wire ISDN Digital Port - Non Feature Subsequent Activity	USASB	\$212.88
NRC - 2-Wire Voice Grade Loop/Line Port Combination - OSS LSR Charge Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces (Note 7)	SOME C	\$3.50
4-Wire DS1 Digital Loop with 4-Wire ISDN DS1 Digital Trunk Port		
4-Wire ISDN DS1 Digital Trunk Port	UEPPP	\$78.40
4-Wire DS1 Digital Loop		
RC - 4-Wire DS1 Digital Loop - Zone 1	USL4P	\$57.73
RC - 4-Wire DS1 Digital Loop - Zone 2	USL4P	\$75.40
RC - 4-Wire DS1 Digital Loop - Zone 3	USL4P	\$98.59
RC - 4-Wire DS1 Digital Loop - Zone 4	USL4P	NA
Combination Rates		
RC - 4-Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port - Zone 1	Note 8	\$136.13
RC - 4-Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port - Zone 2	Note 8	\$153.80
RC - 4-Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port - Zone 3	Note 8	\$176.99
RC - 4-Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port - Zone 4	Note 8	NA
NRC - 4-Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port Combination - 1st conversion	USACP	\$328.53
NRC - 4-Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port Combination - Addl conversion	USACP	\$328.53
NRC - 4-Wire DS1 Digital Loop with 4-Wire ISDN DS1 Digital Trunk Port - Subsequent Channel Activation - Per Channel	USASP	\$28.39
NRC - 4-Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port Combination - Subsequent Inward/2-way Telephone Numbers	PR7TG	\$0.9353
NRC - 4-Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port Combination - Subsequent Outward Telephone numbers	PR7TP	\$22.36
NRC - 4-Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port Combination - Subsequent Inward Telephone Numbers	PR7ZT	\$44.71
NRC - 4-Wire DS1 Digital Loop with 4-wire ISDN DS1 Digital Port Combination - Subsequent Service Order Per Order	USASP	\$189.76
NRC - 2-Wire Voice Grade Loop/Line Port Combination - OSS LSR Charge Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces (Note 7)	SOME C	\$3.50
4-Wire DS1 Digital Loop with 4-Wire DID Trunk Port		
4-Wire DID Trunk Port	TBD	\$35.55

**BELLSOUTH/AT&T RATES
NETWORK ELEMENTS
AND OTHER SERVICES
LOOP/PORT COMBINATIONS**

Attachment 1
Exhibit A
Rates - Page 6

DESCRIPTION	USOC	TN
4 - Wire DS1 Digital Loop		
4 - Wire DS1 Digital Loop - Zone 1	TBD	\$57.73
4 - Wire DS1 Digital Loop - Zone 2	TBD	\$75.40
4 - Wire DS1 Digital Loop - Zone 3	TBD	\$98.58
4 - Wire DS1 Digital Loop - Zone 4	TBD	NA
Combination Rates		
4 - Wire DS1 Digital Loop with 4 - Wire DID Trunk Port - Zone 1	Note 8	\$93.28
4 - Wire DS1 Digital Loop with 4 - Wire DID Trunk Port - Zone 2	Note 8	\$110.95
4 - Wire DS1 Digital Loop with 4 - Wire DID Trunk Port - Zone 3	Note 8	\$134.14
4 - Wire DS1 Digital Loop with 4 - Wire DID Trunk Port - Zone 4	Note 8	NA
NRC - 4 - Wire DS1 Digital Loop with 4 - Wire DID Trunk Port - 1st	TBD	\$312.91
NRC - 4 - Wire DS1 Digital Loop with 4 - Wire DID Trunk Port - Add'l	TBD	\$312.91
NRC - 4 - Wire DS1 Digital Loop with 4 - Wire DID Trunk Port - Subsequent Channel Activation - Per Channel	TBD	\$108.67
NRC - 4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Subsequent Telephone Numbers	TBD	\$88.68
NRC - 4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Subsequent Signaling Changes	TBD	\$22.92
NRC - 4 - Wire DS1 Digital Loop with 4 - Wire ISDN DS1 Digital Trunk Port - Subsequent Service Order Per Order	TBD	\$94.88
NRC - 4 - Wire DS1 Digital Loop with 4 - Wire DID Trunk Port Combination - OSS LSR Charge, Electronic, per LSR received from the CLEC by one of the OSS interactive interfaces (Note 7)	SOME C	\$3.50
NRC - 4 - Wire DS1 Digital Loop with 4 - Wire DID Trunk Port - Incremental Cost - Manual Service Order - 1st	TBD	TBD
NRC - 4 - Wire DS1 Digital Loop with 4 - Wire DID Trunk Port - Incremental Cost - Manual Service Order - Add'l	TBD	TBD
2-Wire Voice Grade Loop with 2-Wire Line Port PBX		
2-Wire Analog Line Port (PBX), per month		
2 WIRE VOICE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - RESIDENCE	UEPRD	\$1.90
LINE SIDE UNBUNDLED COMBINATION 2-WAY PBX TRUNK - BUSINESS	UEPPC	\$1.90
LINE SIDE UNBUNDLED OUTWARD PBX TRUNK - BUSINESS	UEPPO	\$1.90
LINE SIDE UNBUNDLED INCOMING PBX TRUNK - BUSINESS	UEPP1	\$1.90
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL PORTS	UEPLD	\$1.90
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX TENNESSEE CALLING PORT	UEPT2	\$1.90
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX TENNESSEE CALLING PORT	UEPT0	\$1.90
2-WIRE VOICE UNBUNDLED 2-WAY COMBINATION PBX USAGE PORT	UEPXA	\$1.90
2-WIRE VOICE UNBUNDLED PBX TOLL TERMINAL HOTEL PORTS	UEPXB	\$1.90
2-WIRE VOICE UNBUNDLED PBX LD DDD TERMINALS PORT	UEPXC	\$1.90
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD PORT	UEPXD	\$1.90
2-WIRE VOICE UNBUNDLED PBX LD TERMINAL SWITCHBOARD IDD CAPABLE PORT	UEPXE	\$1.90
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT	UEPXL	\$1.90
2-WIRE VOICE UNBUNDLED 2-WAY PBX HOTEL/HOSPITAL ECONOMY ROOM CALLING PORT	UEPXM	\$1.90
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL ECONOMY ADMINISTRATIVE CALLING PORT TENNESSEE CALLING PORT	UEPXN	\$1.90
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX HOTEL/HOSPITAL DISCOUNT ROOM CALLING PORT	UEPXD	\$1.90
2-WIRE VOICE UNBUNDLED 1-WAY OUTGOING PBX MEASURED PORT	UEPXS	\$1.90
2-WIRE VOICE UNBUNDLED 2-WAY PBX SOUTH CAROLINA AREA PLUS CALLING PORT	UEPXT	NA
2-WIRE VOICE UNBUNDLED PBX COLLIERSVILLE & MEMPHIS CALLING PORT	UEPXU	\$1.90
2-WIRE VOICE UNBUNDLED 2-WAY PBX TENNESSEE REGION SERV CALLING PORT	UEPXV	\$1.90
LOCAL NUMBER PORTABILITY (REQUIRES ONE PER PORT)	LNPCP	
All Other Loop/Port Combinations	TBD	TBD
LOCAL NUMBER PORTABILITY (REQUIRES ONE PER PORT)	LNPCX	
NOTES:		
1 Market Rates will apply in those areas where BellSouth is not required to provide circuit switching pursuant to FCC rules		
2 In Georgia, rates will apply for Currently Combined as well as not Currently Combined loop/port combinations unless otherwise identified		
3 In the absence of ordered rates by a State Commission, the recurring rates for Currently Combined combinations of loop/port network elements will be the sum of the recurring rates for the UNEs which make up the combinations, and the nonrecurring rates shall be as set forth in this section		
4 Usage and Common Transport rates associated with the stand-alone UNE port elements will apply to all combinations of loop/port network elements		

BELLSOUTH/AT&T RATES
NETWORK ELEMENTS
AND OTHER SERVICES
LOOP/PORT COMBINATIONS

Attachment 1:
Exhibit A
Rates - Page 7

DESCRIPTION		USOC	TN
6	Deleted		
	Effective May 1, 2000 statewide rates will be replaced by Deaveraged Loop Rates by Zone where available. Until approximately December 31, 2000 or until such time that BellSouth billing systems have been developed to handle the new zone rate structure, BellSouth will bill at the Zone 1 Deaveraged Loop rate level only. After December 31, 2000 or such time that the billing systems have been developed to handle the new zone rate structure, BellSouth will begin billing pursuant to CLEC-1's interconnection agreement.		
7	In the absence of ordered OSS rates by a state commission, BellSouth will offer regionwide rates		
8	There is not a unique combination USOC. CLEC should submit the loop and port USOCs.		

**BELLSOUTH/AT&T RATES
NETWORK ELEMENTS
AND OTHER SERVICES
ENHANCED EXTENDED LINKS**

Attachment 1
Exhibit A
Rates - Page 1

ENHANCED EXTENDED LINKS (EELs)		
New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable]).		
DS1 Interoffice Channel and 2-wire VG Local Loop EEL:	USOC	TN
Recurring Charges		
2-wire VG Loop per month, Zone 1 (Note 1)	TBD	\$15.92
2-wire VG Loop per month, Zone 2 (Note 1)	TBD	\$20.79
2-wire VG Loop per month, Zone 3 (Note 1)	NA	\$27.18
2-wire VG Loop per month, Zone 4 (Note 1)	NA	NA
Interoffice Channel - Dedicated - DS1 - per mile per month	1L5XX	\$0.35
Interoffice Channel - Dedicated - DS1 - Facility Termination per month	U1TF1	\$75.83
DS1 Channelized System per month	MQ1	\$165.21
VG (COC) interface card per month	1D1VG	\$1.25
Non-Recurring Charges - New EEL (Note 2)(Note 3)		
NRC- DS1 interoffice Facility Termination - 1st	U1TF1	\$165.53
NRC-DS1 interoffice Facility Termination - Add'l	U1TF1	\$124.84
NRC-2-wire VG Local Loop - 1st	UEAL2	\$103.76
NRC-2-wire VG Local Loop - Add'l	UEAL2	\$65.84
NRC-DS1 Channelization System - 1st	MQ1	\$222.87
NRC-DS1 Channelization System - Add'l	MQ1	\$135.80
NRC-VG(COC)interface card - 1st	1D1VG	\$12.61
NRC-VG(COC)interface card - Add'l	1D1VG	\$9.03
NRC- 2-wire VG Local Loop and Channelized DS1 Interoffice Combination -	SOMEC	\$3.50
NRC- 2-wire VG Local Loop and Channelized DS1 Interoffice Combination -	SOMAN	\$19.99
NRC- 2-wire VG Local Loop and Channelized DS1 Interoffice Combination -	SOMAN	NA
NRC- 2-wire VG Local Loop and Channelized DS1 Interoffice Combination -	SOMAN	NA
NRC- 2-wire VG Local Loop and Channelized DS1 Interoffice Combination -	SOMAN	NA
NRC- 2-wire VG Local Loop and Channelized DS1 Interoffice Combination -	SOMAN	NA
DS1 Interoffice Channel and 4-wire VG Local Loop EEL:		
Recurring Charges		
4-wire VG Loop per month, Zone 1 (Note 1)	TBD	\$15.92
4-wire VG Loop per month, Zone 2 (Note 1)	TBD	\$20.79
4-wire VG Loop per month, Zone 3 (Note 1)	TBD	\$27.18
4-wire VG Loop per month, Zone 4 (Note 1)	NA	NA
Interoffice Channel - Dedicated - DS1 - per mile per month	1L5XX	\$0.35
Interoffice Channel - Dedicated - DS1 - Facility Termination per month	U1TF1	\$75.83
DS1 Channelized System per month	MQ1	\$165.21
VG (COC) interface card per month	1D1VG	\$1.25
Non-Recurring Charges - New EEL (Note 2) (Note 3)		
NRC- DS1 interoffice Facility Termination - 1st	U1TF1	\$165.53
NRC-DS1 interoffice Facility Termination - Add'l	U1TF1	\$124.84
NRC-4-wire VG Local Loop - 1st	UEAL4	\$103.76
NRC-4-wire VG Local Loop - Add'l	UEAL4	\$65.84
NRC-DS1 Channelization System - 1st	MQ1	\$222.87
NRC-DS1 Channelization System - Add'l	MQ1	\$135.80
NRC-VG(COC)interface card - 1st	1D1VG	\$12.61
NRC-VG(COC)interface card - Add'l	1D1VG	\$9.03
NRC-DS1 interoffice channel and 4-wire VG Local Loop Combination - Elect	SOMEC	\$3.50
NRC-DS1 interoffice channel and 4-wire VG Local Loop Combination - Manu	SOMAN	\$19.99
NRC-DS1 interoffice channel and 4-wire VG Local Loop Combination - Manu	SOMAN	NA
NRC-DS1 interoffice channel and 4-wire VG Local Loop Combination - Manu	SOMAN	NA
NRC-DS1 interoffice channel and 4-wire VG Local Loop Combination - Manu	SOMAN	NA
NRC-DS1 interoffice channel and 4-wire VG Local Loop Combination - Manu	SOMAN	NA
DS1 Interoffice Channel and 2-wire ISDN Local Loop:		
Recurring Charges		
2-wire ISDN Loop per month, Zone 1 (Note 1)	TBD	\$15.54
2-wire ISDN Loop per month, Zone 2 (Note 1)	TBD	\$19.55
2-wire ISDN Loop per month, Zone 3 (Note 1)	TBD	\$28.02
2-wire ISDN Loop per month, Zone 4 (Note 1)	NA	NA
Interoffice Channel - Dedicated - DS1 - per mile per month	1L5XX	\$0.35
Interoffice Channel - Dedicated - DS1 - Facility Termination per month	U1TF1	\$75.83
DS1 Channelized System per month	MQ1	\$165.21
2-wire ISDN(BRITE COC) per month	UC1CA	\$3.33
Non-Recurring Charges - New EEL (Note 2)(Note 3)		
NRC- DS1 interoffice Facility Termination - 1st	U1TF1	\$165.53
NRC-DS1 interoffice Facility Termination - Add'l	U1TF1	\$124.84
NRC- 2-wire ISDN Local Loop - 1st	U1L2X	\$58.50
NRC- 2-wire ISDN Local Loop - Add'l	U1L2X	\$31.00
NRC-DS1 Channelization System - 1st	MQ1	\$222.87

**BELLSOUTH/AT&T RATES
NETWORK ELEMENTS
AND OTHER SERVICES
ENHANCED EXTENDED LINKS**

Attachment:
Exhibit A
Rates - Page 2

New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable]).		
NRC-DS1 Channelization System - Add'l	MQ1	\$135.80
NRC-2-wire BRITE(COC)interface card -1st	UC1CA	\$12.61
NRC-2-wire BRITE(COC)interface card -Add'l	UC1CA	\$9.03
NRC-DS1 interoffice channel and 2-wire ISDN Local Loop Combination - E	SOME	\$3.50
NRC-DS1 interoffice channel and 2-wire ISDN Local Loop Combination - Ma	SOMAN	\$19.99
NRC-DS1 interoffice channel and 2-wire ISDN Local Loop Combination - Ma	SOMAN	NA
NRC-DS1 interoffice channel and 2-wire ISDN Local Loop Combination - Ma	SOMAN	NA
NRC-DS1 interoffice channel and 2-wire ISDN Local Loop Combination - Ma	SOMAN	NA
NRC-DS1 interoffice channel and 2-wire ISDN Local Loop Combination - Ma	SOMAN	NA
DS1 Interoffice Channel and 4-wire 56 kbps Local Loop:		
Recurring Charges		
4-wire 56kbps Loop per month, Zone 1 (Note 1)	TBD	\$36.45
4-wire 56kbps Loop per month, Zone 2 (Note 1)	TBD	\$45.87
4-wire 56kbps Loop per month, Zone 3 (Note 1)	TBD	\$65.75
4-wire 56kbps Loop per month, Zone 4 (Note 1)	NA	NA
Interoffice Channel - Dedicated - DS1 - per mile per month	1L5XX	\$0.35
Interoffice Channel - Dedicated - DS1 - Facility Termination per month	U1TF1	\$75.83
DS1 Channelized System per month	MQ1	\$165.21
4-wire 56kbps card COC per month	1D1DD	\$2.46
Non-Recurring Charges - New EEL (Note 2) (Note 3)		
NRC- DS1 interoffice Facility Termination - 1st	U1TF1	\$165.53
NRC-DS1 interoffice Facility Termination - Add'l	U1TF1	\$124.84
NRC-4-wire 56kbps Local Loop - 1st	UDL56	\$643.00
NRC-4-wire 56kbps Local Loop - Add'l	UDL56	\$421.26
NRC-DS1 Channelization System -1st	MQ1	\$222.87
NRC-DS1 Channelization System - Add'l	MQ1	\$135.80
NRC-4-wire 56kbps(COC)interface card -1st	1D1DD	\$12.61
NRC-4-wire 56kbps(COC)interface card -Add'l	1D1DD	\$9.03
NRC-DS1 interoffice channel and 4-wire 56kbps Local Loop Combination - E	SOME	\$3.50
NRC-DS1 interoffice channel and 4-wire 56kbps Local Loop Combination - N	SOMAN	\$19.99
NRC-DS1 interoffice channel and 4-wire 56kbps Local Loop Combination - N	SOMAN	NA
NRC-DS1 interoffice channel and 4-wire 56kbps Local Loop Combination - N	SOMAN	NA
NRC-DS1 interoffice channel and 4-wire 56kbps Local Loop Combination - N	SOMAN	NA
NRC-DS1 interoffice channel and 4-wire 56kbps Local Loop Combination - N	SOMAN	NA
DS1 Interoffice Channel and 4-wire 64 kbps Local Loop:		
Recurring Charges		
4-wire 64kbps Loop per month, Zone 1 (Note 1)	TBD	\$36.45
4-wire 64kbps Loop per month, Zone 2 (Note 1)	TBD	\$45.87
4-wire 64kbps Loop per month, Zone 3 (Note 1)	TBD	\$65.75
4-wire 64kbps Loop per month, Zone 4 (Note 1)	NA	NA
Interoffice Channel - Dedicated - DS1 - per mile per month	1L5XX	\$0.35
Interoffice Channel - Dedicated - DS1 - Facility Termination per month	U1TF1	\$75.83
DS1 Channelized System per month	MQ1	\$165.21
4-wire 64kbps card COC per month	1D1DD	\$2.46
Non-Recurring Charges - New EEL (Note 2) (Note 3)		
NRC- DS1 interoffice - 1st	U1TF1	\$165.53
NRC- DS1 interoffice - Add'l	U1TF1	\$124.84
NRC-4-wire 64kbps Local Loop - 1st	UDL64	\$103.76
NRC-4-wire 64kbps Local Loop - Add'l	UDL64	\$65.84
NRC-DS1 Channelization System -1st	MQ1	\$222.87
NRC-DS1 Channelization System - Add'l	MQ1	\$135.80
NRC-4-wire 64kbps(COC)interface card -1st	1D1DD	\$12.61
NRC-4-wire 64kbps(COC)interface card -Add'l	1D1DD	\$9.03
NRC-DS1 interoffice channel and 4-wire 64kbps Local Loop Combination - E	SOME	\$3.50
NRC-DS1 interoffice channel and 4-wire 64kbps Local Loop Combination - N	SOMAN	\$19.99
NRC-DS1 interoffice channel and 4-wire 64kbps Local Loop Combination - N	SOMAN	NA
NRC-DS1 interoffice channel and 4-wire 64kbps Local Loop Combination - N	SOMAN	NA
NRC-DS1 interoffice channel and 4-wire 64kbps Local Loop Combination - N	SOMAN	NA
NRC-DS1 interoffice channel and 4-wire 64kbps Local Loop Combination - N	SOMAN	NA
DS1 Interoffice Channel and DS1 Interoffice Local Loop:		
Recurring Charges		
DS1 Loop per month, Zone 1 (Note 1)	TBD	NA
DS1 Loop per month, Zone 2 (Note 1)	TBD	NA
DS1 Loop per month, Zone 3 (Note 1)	TBD	NA
DS1 Loop per month, Zone 4 (Note 1)	NA	NA
Interoffice Channel - Dedicated - DS1 - per mile per month	1L5XX	NA
Interoffice Channel - Dedicated - DS1 - Facility Termination per month	U1TF1	NA

**BELLSOUTH/AT&T RATES
NETWORK ELEMENTS
AND OTHER SERVICES
ENHANCED EXTENDED LINKS**

Attachment 1
Exhibit A
Rates - Page 3

New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable]).			
Non-Recurring Charges - New EEL (Note 2) (Note 3)			
NRC- DS1 interoffice - 1st	U1TF1	NA	
NRC- DS1 interoffice - Add'l	U1TF1	NA	
NRC-DS1 Local Loop - 1st	USLXX	NA	
NRC-DS1 Local Loop - Add'l	USLXX	NA	
NRC-DS1 interoffice channel and DS1 Local Loop Combination - Electronic	SOMEC	\$3.50	
NRC-DS1 interoffice channel and DS1 Local Loop Combination - Manual Sv	SOMAN	\$19.99	
NRC-DS1 interoffice channel and DS1 Local Loop Combination - Manual Sv	SOMAN	NA	
NRC-DS1 interoffice channel and DS1 Local Loop Combination - Manual Sv	SOMAN	NA	
NRC-DS1 interoffice channel and DS1 Local Loop Combination - Manual Sv	SOMAN	NA	
NRC-DS1 interoffice channel and DS1 Local Loop Combination - Manual Sv	SOMAN	NA	
DS3 Interoffice Channel and DS3 Local Loop:			
Recurring Charges			
DS3 Loop per Facility Termination per month	UE3PX	\$607.28	
DS3 Loop per mile	1L5ND	\$23.76	
Interoffice Channel - Dedicated - DS3 - Facility Termination per month	1L5XX	\$760.20	
Interoffice Channel - Dedicated - DS3 - per mile per month	U1TF3	\$5.89	
Non-Recurring Charges - New EEL (Note 2)(Note 3)			
NRC- DS3 interoffice - 1st	U1TF3	\$729.27	
NRC- DS3 interoffice - Add'l	U1TF3	\$411.98	
NRC-DS3 Local Loop - 1st	UE3PX	\$829.52	
NRC-DS3 Local Loop - Add'l	UE3PX	\$512.23	
NRC-DS3 interoffice channel and DS3 Local Loop Combination - Electronic	SOMEC	\$3.50	
NRC-DS3 interoffice channel and DS3 Local Loop Combination - Manual Sv	SOMAN	\$19.99	
NRC-DS3 interoffice channel and DS3 Local Loop Combination - Manual Sv	SOMAN	NA	
NRC-DS3 interoffice channel and DS3 Local Loop Combination - Manual Sv	SOMAN	NA	
NRC-DS3 interoffice channel and DS3 Local Loop Combination - Manual Sv	SOMAN	NA	
NRC-DS3 interoffice channel and DS3 Local Loop Combination - Manual Sv	SOMAN	NA	
STS-1 Interoffice Channel and STS-1 Local Loop:			
Recurring Charges			
STS-1 Loop per Facility Termination per month	UDLS1	\$400.21	
STS-1 Loop per mile	1L5ND	\$30.53	
Interoffice Channel - Dedicated - STS-1 - Facility Termination per month	U1TFS	\$838.65	
Interoffice Channel - Dedicated - STS-1 - per mile per month	1L5XX	\$6.88	
Non-Recurring Charges - New EEL (Note 2)(Note 3)			
NRC- STS-1 interoffice - 1st	U1TFS	\$961.62	
NRC- STS-1 interoffice - Add'l	U1TFS	\$625.84	
NRC-STS-1 Local Loop - 1st	UDLS1	\$829.52	
NRC-STS-1 Local Loop - Add'l	UDLS1	\$512.23	
NRC-STS-1 interoffice channel and STS-1 Local Loop Combination - Electronic	SOMEC	\$3.50	
NRC-STS-1 interoffice channel and STS-1 Local Loop Combination - Manual Sv	SOMAN	\$19.99	
NRC-STS-1 interoffice channel and STS-1 Local Loop Combination - Manual Sv	SOMAN	NA	
NRC-STS-1 interoffice channel and STS-1 Local Loop Combination - Manual Sv	SOMAN	NA	
NRC-STS-1 interoffice channel and STS-1 Local Loop Combination - Manual Sv	SOMAN	NA	
NRC-STS-1 interoffice channel and STS-1 Local Loop Combination - Manual Sv	SOMAN	NA	
DS3 Interoffice Channel and DS1 Local Loop:			
Recurring Charges			
DS1 Loop per month, Zone 1 (Note 1)	TBD	NA	
DS1 Loop per month, Zone 2 (Note 1)	TBD	NA	
DS1 Loop per month, Zone 3 (Note 1)	TBD	NA	
DS1 Loop per month, Zone 4 (Note 1)	NA	NA	
Interoffice Channel - Dedicated - DS3 - Facility Termination per month	U1TF3	NA	
Interoffice Channel - Dedicated - DS3 - per mile per month	1L5XX	NA	
DS3 Channelized System per month	MQ3	NA	
DS3 Interface per month (DS1 COCI)	UC1D1	NA	
Non-Recurring Charges - New EEL (Note 2)(Note 3)			
NRC- DS3 interoffice - 1st	U1TF3	NA	
NRC- DS3 interoffice - Add'l	U1TF3	NA	
NRC-DS1 Local Loop - 1st	USLXX	NA	
NRC-DS1 Local Loop - Add'l	USLXX	NA	
NRC-DS3 Channelization System - 1st	MQ3	NA	
NRC-DS3 Channelization System - Add'l	MQ3	NA	
NRC-DS1(COCI)interface card - 1st	UC1D1	NA	
NRC-DS1(COCI)interface card -Add'l	UC1D1	NA	
NRC-DS3 interoffice channel and DS1 Local Loop Combination - Electronic	SOMEC	NA	
NRC-DS3 interoffice channel and DS1 Local Loop Combination - Manual Sv	SOMAN	NA	
NRC-DS3 interoffice channel and DS1 Local Loop Combination - Manual Sv	SOMAN	NA	

BELLSOUTH/AT&T RATES
NETWORK ELEMENTS
AND OTHER SERVICES
ENHANCED EXTENDED LINKS

Attachment 1
Exhibit A
Rates - Page 4

New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop (channelization if applicable)).			
NRC-DS3 interoffice channel and DS1 Local Loop Combination - Manual Sv	SOMAN	NA	
NRC-DS3 interoffice channel and DS1 Local Loop Combination - Manual Sv	SOMAN	NA	
NRC-DS3 interoffice channel and DS1 Local Loop Combination - Manual Sv	SOMAN	NA	
STS-1 Interoffice Channel and DS1 Local Loop:			
Recurring Charges			
DS1 Loop per month, Zone 1 (Note 1)	TBD	NA	
DS1 Loop per month, Zone 2 (Note 1)	TBD	NA	
DS1 Loop per month, Zone 3 (Note 1)	TBD	NA	
DS1 Loop per month, Zone 4 (Note 1)	NA	NA	
Interoffice Channel - Dedicated - STS-1 - Facility Termination per month	U1TFS	NA	
Interoffice Channel - Dedicated - STS-1 - per mile per month	1L5XX	NA	
DS3 Channelized System per month	MQ3	NA	
DS3 Interface per month (DS1 COCI)	UC1D1	NA	
Non-Recurring Charges - New EEL (Note 2)(Note 3)			
NRC-DS1 Local Loop - 1st	USLXX	NA	
NRC-DS1 Local Loop - Add'l	USLXX	NA	
NRC- STS-1 interoffice - 1st	U1TFS	NA	
NRC- STS-1 interoffice - Add'l	U1TFS	NA	
NRC-DS3 Channelization System - 1st	MQ3	NA	
NRC-DS3 Channelization System - Add'l	MQ3	NA	
NRC-DS1(COCI)interface card -1st	UC1D1	NA	
NRC-DS1(COCI)interface card -Add'l	UC1D1	NA	
NRC-STS-1 interoffice channel and DS1 Local Loop Combination - Electronic	SOMECE	NA	
NRC-STS-1 interoffice channel and DS1 Local Loop Combination - Manual Sv	SOMAN	NA	
NRC-STS-1 interoffice channel and DS1 Local Loop Combination - Manual Sv	SOMAN	NA	
NRC-STS-1 interoffice channel and DS1 Local Loop Combination - Manual Sv	SOMAN	NA	
NRC-STS-1 interoffice channel and DS1 Local Loop Combination - Manual Sv	SOMAN	NA	
NRC-STS-1 interoffice channel and DS1 Local Loop Combination - Manual Sv	SOMAN	NA	
2-wire VG Interoffice Channel and 2-wire VG Local Loop:			
Recurring Charges			
2-wire VG Loop per month, Zone 1 (Note 1)	TBD	\$15.54	
2-wire VG Loop per month, Zone 2 (Note 1)	TBD	\$19.55	
2-wire VG Loop per month, Zone 3 (Note 1)	TBD	\$28.02	
2-wire VG Loop per month, Zone 4 (Note 1)	NA	NA	
Interoffice Channel - Dedicated - 2-wire VG - Facility Termination per month	U1TV2	\$18.33	
Interoffice Channel - Dedicated - 2-wire VG - per mile per month	1L5XX	\$0.02	
Non-Recurring Charges - New EEL (Note 2)(Note 3)			
NRC- 2-wire VG interoffice - 1st	U1TV2	\$83.35	
NRC- 2-wire VG interoffice - Add'l	U1TV2	\$20.88	
NRC-2-wire VG Local Loop - 1st	UEAL2	\$192.97	
NRC-2-wire VG Local Loop - Add'l	UEAL2	\$140.72	
NRC-2-wire VG interoffice channel and 2-wire VG Local Loop Combination -	SOMECE	\$3.50	
NRC-2-wire VG interoffice channel and 2-wire VG Local Loop Combination -	SOMAN	\$19.99	
NRC-2-wire VG interoffice channel and 2-wire VG Local Loop Combination -	SOMAN	NA	
NRC-2-wire VG interoffice channel and 2-wire VG Local Loop Combination -	SOMAN	NA	
NRC-2-wire VG interoffice channel and 2-wire VG Local Loop Combination -	SOMAN	NA	
NRC-2-wire VG interoffice channel and 2-wire VG Local Loop Combination -	SOMAN	NA	
4-wire VG Interoffice Channel and 4-wire VG Local Loop:			
Recurring Charges			
4-wire VG Loop per month, Zone 1 (Note 1)	TBD	NA	
4-wire VG Loop per month, Zone 2 (Note 1)	TBD	NA	
4-wire VG Loop per month, Zone 3 (Note 1)	TBD	NA	
4-wire VG Loop per month, Zone 4 (Note 1)	NA	NA	
Interoffice Channel - Dedicated - 4-wire VG - Facility Termination per month	U1TV4	NA	
Interoffice Channel - Dedicated - 4-wire VG - per mile per month	1L5XX	NA	
Non-Recurring Charges - New EEL (Note 2)(Note 3)			
NRC- 4-wire VG interoffice - 1st	U1TV4	NA	
NRC- 4-wire VG interoffice - Add'l	U1TV4	NA	
NRC-4-wire VG Local Loop - 1st	UEAL4	NA	
NRC-4-wire VG Local Loop - Add'l	UEAL4	NA	
NRC-4-wire VG interoffice channel and 4-wire VG Local Loop Combination -	SOMECE	NA	
NRC-4-wire VG interoffice channel and 4-wire VG Local Loop Combination -	SOMAN	NA	
NRC-4-wire VG interoffice channel and 4-wire VG Local Loop Combination -	SOMAN	NA	
NRC-4-wire VG interoffice channel and 4-wire VG Local Loop Combination -	SOMAN	NA	
NRC-4-wire VG interoffice channel and 4-wire VG Local Loop Combination -	SOMAN	NA	
NRC-4-wire VG interoffice channel and 4-wire VG Local Loop Combination -	SOMAN	NA	

BELLSOUTH/AT&T RATES
NETWORK ELEMENTS
AND OTHER SERVICES
ENHANCED EXTENDED LINKS

Attachment 1
Exhibit A
Rates - Page 5

New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable]).			
4-wire 56 kbps Interoffice Channel and 4-wire 56kbps Local Loop:			
Recurring Charges			
4-wire 56kbps Loop per month, statewide	UDL56		\$42.23
4-wire 56kbps Loop per month, Zone 1 (Note 1)	TBD		\$15.92
4-wire 56kbps Loop per month, Zone 2 (Note 1)	TBD		\$20.79
4-wire 56kbps Loop per month, Zone 3 (Note 1)	TBD		\$27.18
4-wire 56kbps Loop per month, Zone 4 (Note 1)	NA		NA
Interoffice Channel - Dedicated - 4-wire 56kbps - Facility Termination per month	U1TD5		\$17.74
Interoffice Channel - Dedicated - 4-wire 56kbps - per mile per month	1L5XX		\$0.17
Non-Recurring Charges - New EEL (Note 2)(Note 3)			
NRC- 4-wire 56kbps interoffice - 1st	U1TD6		\$83.35
NRC- 4-wire 56kbps interoffice - Add'l	U1TD6		\$20.88
NRC-4-wire 56kbps Local Loop - 1st	U1TD5		\$643.00
NRC-4-wire 56kbps Local Loop - Add'l	U1TD5		\$421.28
NRC-4-wire 56kbps interoffice channel and 4-wire 56kbps Local Loop Comb	SOMECD		\$3.50
NRC-4-wire 56kbps interoffice channel and 4-wire 56kbps Local Loop Comb	SOMAN		\$19.99
NRC-4-wire 56kbps interoffice channel and 4-wire 56kbps Local Loop Comb	SOMAN		NA
NRC-4-wire 56kbps interoffice channel and 4-wire 56kbps Local Loop Comb	SOMAN		NA
NRC-4-wire 56kbps interoffice channel and 4-wire 56kbps Local Loop Comb	SOMAN		NA
NRC-4-wire 56kbps interoffice channel and 4-wire 56kbps Local Loop Comb	SOMAN		NA
4-wire 64 kbps Interoffice Channel and 4-wire 64 kbps Local Loop:			
Recurring Charges			
4-wire 64kbps Loop per month, Zone 1 (Note 1)	TBD		\$36.45
4-wire 64kbps Loop per month, Zone 2 (Note 1)	TBD		\$45.87
4-wire 64kbps Loop per month, Zone 3 (Note 1)	TBD		\$65.75
4-wire 64kbps Loop per month, Zone 4 (Note 1)	NA		NA
Interoffice Channel - Dedicated - 4-wire 64kbps - Facility Termination per month	U1TD6		\$17.74
Interoffice Channel - Dedicated - 4-wire 64kbps - per mile per month	1L5XX		\$0.17
Non-Recurring Charges - New EEL (Note 2)(Note 3)			
NRC- 4-wire 64kbps interoffice - 1st	U1TD6		\$729.27
NRC- 4-wire 64kbps interoffice - Add'l	U1TD6		\$411.98
NRC-4-wire 64kbps Local Loop - 1st	UDL64		\$829.52
NRC-4-wire 64kbps Local Loop - Add'l	UDL64		\$512.23
NRC-4-wire 64kbps interoffice channel and 4-wire 64kbps Local Loop Comb	SOMECD		\$3.50
NRC-4-wire 64kbps interoffice channel and 4-wire 64kbps Local Loop Comb	SOMAN		\$19.99
NRC-4-wire 64kbps interoffice channel and 4-wire 64kbps Local Loop Comb	SOMAN		NA
NRC-4-wire 64kbps interoffice channel and 4-wire 64kbps Local Loop Comb	SOMAN		NA
NRC-4-wire 64kbps interoffice channel and 4-wire 64kbps Local Loop Comb	SOMAN		NA
NRC-4-wire 64kbps interoffice channel and 4-wire 64kbps Local Loop Comb	SOMAN		NA
Local Loop:			
4-Wire Analog Voice Grade Loop			
Zone 1			
Zone 2	TBD		\$15.54
Zone 3	TBD		\$19.55
Zone 4	TBD		\$28.02
NRC - Ordinarily Combined in GA (Note 5)			
NRC - 1st	UEAL4		NA
NRC - Add'l	UEAL4		NA
NRC - Disconnect Charge - 1st	UEAL4		NA
NRC - Disconnect Charge - Add'l	UEAL4		NA
NRC - Electronic Svc Order, per LSR	SOMECD		NA
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN		NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN		NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN		NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)			
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC		\$54.13
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC		\$32.17
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect	UNCCC		\$0.00
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect	UNCCC		\$0.00
2-Wire ISDN Digital Grade Loop			
Zone 1			
Zone 2	TBD		\$15.54
Zone 3	TBD		\$19.55
Zone 4	TBD		\$28.02
NRC - Ordinarily Combined in GA (Note 5)			
NRC - 1st	U1L2X		NA
NRC - Add'l	U1L2X		NA

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Attachment 1
Exhibit A
Rates - Page 6

New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable]).			
NRC - Disconnect Charge - 1st	U1L2X	NA	
NRC - Disconnect Charge - Add'l	U1L2X	NA	
NRC - Electronic Svc Order, per LSR	SOMECC	NA	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA	
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)			
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.13	
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.17	
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect	UNCCC	\$0.00	
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect	UNCCC	\$0.00	
4-Wire 56 kbps Digital Grade Loop			
Zone 1	TBD	\$36.45	
Zone 2	TBD	\$45.87	
Zone 3	TBD	\$65.75	
Zone 4	TBD	NA	
NRC - Ordinarily Combined in GA (Note 5)			
NRC - 1st	UDL56	NA	
NRC - Add'l	UDL56	NA	
NRC - Disconnect Charge - 1st	UDL56	NA	
NRC - Disconnect Charge - Add'l	UDL56	NA	
NRC - Electronic Svc Order, per LSR	SOMECC	NA	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA	
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)			
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.13	
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.17	
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect	UNCCC	\$0.00	
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect	UNCCC	\$0.00	
4-Wire 64 kbps Digital Grade Loop			
Zone 1	TBD	\$36.45	
Zone 2	TBD	\$45.87	
Zone 3	TBD	\$65.75	
Zone 4	TBD	NA	
NRC - Ordinarily Combined in GA (Note 5)			
NRC - 1st	UDL64	NA	
NRC - Add'l	UDL64	NA	
NRC - Disconnect Charge - 1st	UDL64	NA	
NRC - Disconnect Charge - Add'l	UDL64	NA	
NRC - Electronic Svc Order, per LSR	SOMECC	NA	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA	
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)			
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.13	
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.17	
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect	UNCCC	\$0.00	
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect	UNCCC	\$0.00	
4-Wire DS1 Digital Loop			
Zone 1	TBD	NA	
Zone 2	TBD	NA	
Zone 3	TBD	NA	
Zone 4	TBD	NA	
NRC - Ordinarily Combined in GA (Note 5)			
NRC - 1st	USLXX	NA	
NRC - Add'l	USLXX	NA	
NRC - Disconnect Charge - 1st	USLXX	NA	
NRC - Disconnect Charge - Add'l	USLXX	NA	
NRC - Electronic Svc Order, per LSR	SOMECC	NA	
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	NA	
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	NA	
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	NA	
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)			
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.13	
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.17	
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect	UNCCC	\$0.00	

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Attachment 1
Exhibit A
Rates - Page 7

New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable]).			
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - C	UNCCC	\$0.00	
DS3 Loop			
per mile per month	1L5ND	\$30.53	
facility termination per month	UE3PX	\$400.21	
NRC - Ordinarily Combined in GA (Note 5)			
NRC - Facility Termination - 1st	UE3PX	NA	
NRC - Facility Termination - Add'l	UE3PX	NA	
NRC - Facility Termination - Disconnect - 1st	UE3PX	NA	
NRC - Facility Termination - Disconnect - Add'l	UE3PX	NA	
NRC - Manual Svc Order, per LSR	SOMAN	NA	
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	
NRC - Electronic Svc Order, per LSR	SOMECE	NA	
NRC - Electronic Svc Order, per LSR disconnect	SOMECE	NA	
NRC - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	
NRC - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	
NRC - Incremental Cost - Manual Svc Order vs. Elect-Disconnect-1st	SOMAN	NA	
NRC - Incremental Cost - Manual Svc Order vs. Elect-Disconnect-Add'l	SOMAN	NA	
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)			
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.13	
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.17	
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - C	UNCCC	\$0.00	
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - D	UNCCC	\$0.00	
STS-1 Loop			
per mile per month	1L5ND	\$30.53	
facility termination per month	UDLS1	\$400.21	
NRC - Ordinarily Combined in GA (Note 5)			
NRC - STS-1 - Facility Termination - 1st	UDLS1	NA	
NRC - STS-1 - Facility Termination - Add'l	UDLS1	NA	
NRC - STS-1 - Facility Termination - Disconnect - 1st	UDLS1	NA	
NRC - STS-1 - Facility Termination - Disconnect - Add'l	UDLS1	NA	
NRC - Manual Svc Order, per LSR	SOMAN	NA	
NRC - Manual Svc Order, per LSR disconnect	SOMAN	NA	
NRC - Electronic Svc Order, per LSR	SOMECE	NA	
NRC - Electronic Svc Order, per LSR disconnect	SOMECE	NA	
NRC - STS-1 - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	
NRC - STS-1 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	
NRC - STS-1 - Incremental Cost - Manual Svc Order vs. Elect-Disco	SOMAN	NA	
NRC - STS-1 - Incremental Cost - Manual Svc Order vs. Elect-Disco	SOMAN	NA	
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)			
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.13	
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.17	
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - C	UNCCC	\$0.00	
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - D	UNCCC	\$0.00	
OC-3 Loop			
per mile per month	1L5ND	\$23.16	
facility termination per month	TBD	\$620.20	
NRC - Ordinarily Combined in GA (Note 5)			
NRC - OC3 - Facility Termination - 1st	TBD	NA	
NRC - OC3 - Facility Termination - Add'l	TBD	NA	
NRC - OC3 - Facility Termination - Disconnect - 1st	TBD	NA	
NRC - OC3 - Facility Termination - Disconnect - Add'l	TBD	NA	
NRC - Electronic Svc Order, per LSR	SOMECE	NA	
NRC - OC3 - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	
NRC - OC3 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	
NRC - OC3 - Incremental Cost - Manual Svc Order vs. Elect-Disconn	SOMAN	NA	
NRC - OC3 - Incremental Cost - Manual Svc Order vs. Elect-Disconn	SOMAN	NA	
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)			
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.13	
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.17	
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - C	UNCCC	\$0.00	
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - D	UNCCC	\$0.00	
OC-12 Loop			
per mile per month	1L5ND	\$28.51	
facility termination per month	TBD	\$2.079	
NRC - Ordinarily Combined in GA (Note 5)			
NRC - OC12 - Facility Termination - 1st	TBD	NA	

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Attachment 1
Exhibit A
Rates - Page 8

New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable]).			
NRC - OC12 - Facility Termination - Add'l	TBD	NA	
NRC - OC12 - Facility Termination - Disconnect - 1st	TBD	NA	
NRC - OC12 - Facility Termination - Disconnect - Add'l	TBD	NA	
NRC - Electronic Svc Order, per LSR	SOMEC	NA	
NRC - OC12 - Incremental Charge - Manual Svc Order - 1st	SOMAN	NA	
NRC - OC12 - Incremental Charge - Manual Svc Order - Add'l	SOMAN	NA	
NRC - OC12 - Incremental Cost-Manual Svc. Order vs. Elect-Disconnect	SOMAN	NA	
NRC - OC12 - Incremental Cost-Manual Svc. Order vs. Elect-Disconnect	SOMAN	NA	
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)			
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.13	
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.17	
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect	UNCCC	\$0.00	
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect	UNCCC	\$0.00	
OC-48 Loop			
per mile per month	1L5ND	\$93.50	
facility termination per month	TBD	\$1,832	
OC-12 Interface on OC-48 Loop per month	TBD	\$570.54	
NRC - Ordinarily Combined in GA (Note 5)			
NRC - OC48 - Facility Termination - 1st	TBD	NA	
NRC - OC48 - Facility Termination - Add'l	TBD	NA	
NRC - OC48 - Interface OC12 on OC48 - 1st	TBD	NA	
NRC - OC48 - Interface OC12 on OC48 - Add'l	TBD	NA	
NRC - OC48 - Facility Termination - Disconnect - 1st	TBD	NA	
NRC - OC48 - Facility Termination - Disconnect - Add'l	TBD	NA	
NRC - OC48 - Interface OC12 on OC48 - Disconnect - 1st	TBD	NA	
NRC - OC48 - Interface OC12 on OC48 - Disconnect - Add'l	TBD	NA	
NRC - Electronic Svc Order, per LSR	SOMEC	NA	
NRC - OC48 - Facility Termination-Manual Svc Order vs Electronic-Disconnect	SOMAN	NA	
NRC - OC48 - Facility Termination-Manual Svc Order vs Electronic-Disconnect	SOMAN	NA	
NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect	SOMAN	NA	
NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect	SOMAN	NA	
NRC - OC-48 - Incremental Charge--Manual Svc Order-1st	SOMAN	NA	
NRC - OC-48 - Incremental Charge--Manual Svc Order-Add'l	SOMAN	NA	
NRC - OC48 - Interface OC12 on OC48 - incremental Charge--Manual	SOMAN	NA	
NRC - OC48 - Interface OC12 on OC48 - incremental Charge--Manual	SOMAN	NA	
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)			
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.13	
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.17	
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect	UNCCC	\$0.00	
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect	UNCCC	\$0.00	
Local Channels:			
Local Channel - Dedicated - 2-Wire VG			
Monthly Recurring per month	ULDV2	\$19.02	
NRC - Ordinarily Combined in GA (Note 5)			
NRC - 2-wire VG Local Channel - 1st	ULDV2	NA	
NRC - 2-wire VG Local Channel - Add'l	ULDV2	NA	
NRC - Electronic Svc Order, per LSR	SOMEC	NA	
NRC - 2-Wire VG - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	
NRC - 2-Wire VG - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	
NRC - 2-Wire VG - Incremental Charge--Manual Svc Order - Disconnect - 1st	SOMAN	NA	
NRC - 2-Wire VG - Incremental Charge--Manual Svc Order - Disconnect - Add'l	SOMAN	NA	
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)			
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.13	
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.17	
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect	UNCCC	\$0.00	
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect	UNCCC	\$0.00	
Local Channel - Dedicated - 4-Wire VG			
Monthly Recurring per month	ULDV4	\$20.14	
NRC - Ordinarily Combined in GA (Note 5)			
NRC-4-wire VG Local Channel - 1st	ULDV4	NA	
NRC-4-wire VG Local Channel - Add'l	ULDV4	NA	
NRC - Electronic Svc Order, per LSR	SOMEC	NA	
NRC - 4-Wire VG Local Channel - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	
NRC - 4-Wire VG Local Channel - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	
NRC - 4-Wire VG Local Channel - Incremental Charge--Manual Svc Order - Disconnect - 1st	SOMAN	NA	
NRC - 4-Wire VG Local Channel - Incremental Charge--Manual Svc Order - Disconnect - Add'l	SOMAN	NA	
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)			

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Exhibit A
Rates - Page 9

New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop channelization if applicable).		
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.13
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.17
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect	UNCCC	\$0.00
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect	UNCCC	\$0.00
Local Channel - Dedicated - DS1		
DS1 Monthly Recurring per month	ULDF1	\$40.27
NRC - Ordinarily Combined in GA (Note 5)		
NRC - DS1 Local Channel - 1st	ULDF1	NA
NRC - DS1 Local Channel - Add'l	ULDF1	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA
NRC - DS1 Local Channel - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA
NRC - DS1 Local Channel - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA
NRC - DS1 Local Channel - Incremental Charge--Manual Svc Order - Disconnect	SOMAN	NA
NRC - DS1 Local Channel - Incremental Charge--Manual Svc Order - Disconnect	SOMAN	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.13
NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.17
NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect	UNCCC	\$0.00
NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect	UNCCC	\$0.00
Local Channel - Dedicated - DS3		
DS3 Local Channel - per mile per month	1L5NC	\$23.76
DS3 Local Channel - Facility Termination per month	ULDF3	\$615.65
NRC - Ordinarily Combined in GA (Note 5)		
NRC - DS3 Local Channel Facility Termination - 1st	ULDF3	NA
NRC - DS3 Local Channel - Facility Termination - Add'l	ULDF3	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA
NRC - DS3 Local Channel - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA
NRC - DS3 Local Channel - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA
NRC - DS3 Local Channel - Incremental Charge--Manual Svc Order - Disconnect	SOMAN	NA
NRC - DS3 Local Channel - Incremental Charge--Manual Svc Order - Disconnect	SOMAN	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.13
NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.17
NRC- DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect	UNCCC	\$0.00
NRC- DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect	UNCCC	\$0.00
Local Channel - Dedicated - STS-1		
STS-1 Local Channel - per mile per month	1L5NC	\$25.11
STS-1 Local Channel - Facility Termination per month	ULDFS	\$615.65
NRC - Ordinarily Combined in GA (Note 5)		
NRC - STS-1 Local Channel Facility Termination - 1st	ULDFS	NA
NRC - STS-1 Local Channel - Facility Termination - Add'l	ULDFS	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA
NRC - STS-1 Local Channel - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA
NRC - STS-1 Local Channel - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA
NRC - STS-1 Local Channel - Incremental Charge--Manual Svc Order - Disconnect	SOMAN	NA
NRC - STS-1 Local Channel - Incremental Charge--Manual Svc Order - Disconnect	SOMAN	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
NRC-STS-1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.13
NRC-STS-1 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.17
NRC- STS-1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect	UNCCC	\$0.00
NRC- STS-1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect	UNCCC	\$0.00
Local Channel - OC3		
Local Channel - OC3 - per Mile	TBA	\$23.16
Local Channel - OC3 - per Facility Termination	TBA	\$620.20
NRC - Ordinarily Combined in GA (Note 5)		
NRC - OC3 - Facility Termination - 1st	TBA	NA
NRC - OC3 - Facility Termination - Add'l	TBA	NA
NRC - OC3 - Facility Termination - Disconnect - 1st	TBA	NA
NRC - OC3 - Facility Termination - Disconnect - Add'l	TBA	NA
NRC - Electronic Svc Order, per LSR	SOMEC	NA
NRC - OC3 - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA
NRC - OC3 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA
NRC - OC3 -Incremental Cost - Manual Svc Order vs. Elect-Disconnect-1st	SOMAN	NA
NRC - OC3 -Incremental Cost - Manual Svc Order vs. Elect-Disconnect-Add'l	SOMAN	NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)		
NRC-OC-3 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.13

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Attachment 1
Exhibit A
Rates - Page 10

New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable]).			
NRC-OC-3 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC		\$32.17
NRC- OC-3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect	UNCCC		\$0.00
NRC- OC-3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect	UNCCC		\$0.00
Local Channel - OC12	USOC	TN	
Local Channel - OC12 - per Mile	TBA		\$28.51
Local Channel - OC12 - per Facility Termination	TBA		\$2,079
NRC - Ordinarily Combined in GA (Note 5)			
NRC - OC12 - Facility Termination - 1st	TBA	NA	
NRC - OC12 - Facility Termination - Add'l	TBA	NA	
NRC - OC12 - Facility Termination - Disconnect - 1st	TBA	NA	
NRC - OC12 - Facility Termination - Disconnect - Add'l	TBA	NA	
NRC - Electronic Svc Order, per LSR	SOMEC	NA	
NRC - OC12 - Incremental Charge - Manual Svc Order - 1st	SOMAN	NA	
NRC - OC12 - Incremental Charge - Manual Svc Order - Add'l	SOMAN	NA	
NRC - OC12 - Incremental Cost-Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	NA	
NRC - OC12 - Incremental Cost-Manual Svc. Order vs. Elect-Disconnect-Add'l	SOMAN	NA	
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)			
NRC-OC-12 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC		\$54.13
NRC-OC-12 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC		\$32.17
NRC- OC-12 COMBINATION - "Switch As Is" Conversion Charge - Disconnect	UNCCC		\$0.00
NRC- OC-12 COMBINATION - "Switch As Is" Conversion Charge - Disconnect	UNCCC		\$0.00
Local Channel - OC48	USOC	TN	
Local Channel - OC48 - per Mile	TBA		\$93.50
Local Channel - OC48 - per Facility Termination	TBA		\$1,832
Local Channel - OC12 interface on OC48 Facility	TBA		\$570.54
NRC - Ordinarily Combined in GA (Note 5)			
NRC - OC48 - Facility Termination - 1st	TBA	NA	
NRC - OC48 - Facility Termination - Add'l	TBA	NA	
NRC - OC48 - Interface OC12 on OC48 - 1st	TBA	NA	
NRC - OC48 - Interface OC12 on OC48 - Add'l	TBA	NA	
NRC - OC48 - Facility Termination - Disconnect - 1st	TBA	NA	
NRC - OC48 - Facility Termination - Disconnect - Add'l	TBA	NA	
NRC - OC48 - Interface OC12 on OC48 - Disconnect - 1st	TBA	NA	
NRC - OC48 - Interface OC12 on OC48 - Disconnect - Add'l	TBA	NA	
NRC - Electronic Svc Order, per LSR	SOMEC	NA	
NRC - OC48 - Facility Termination-Manual Svc Order vs Electronic-Disconnect	SOMAN	NA	
NRC - OC48 - Facility Termination-Manual Svc Order vs Electronic-Disconnect	SOMAN	NA	
NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect-1st	SOMAN	NA	
NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect-Add'l	SOMAN	NA	
NRC - OC-48 - Incremental Charge--Manual Svc Order-1st	SOMAN	NA	
NRC - OC-48 - Incremental Charge--Manual Svc Order-Add'l	SOMAN	NA	
NRC - OC48 - Interface OC12 on OC48 - Incremental Charge--Manual Svc	SOMAN	NA	
NRC - OC48 - Interface OC12 on OC48 - Incremental Charge--Manual Svc	SOMAN	NA	
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)			
NRC-OC-48 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC		\$54.13
NRC-OC-48 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC		\$32.17
NRC- OC-48 COMBINATION - "Switch As Is" Conversion Charge - Disconnect	UNCCC		\$0.00
NRC- OC-48 COMBINATION - "Switch As Is" Conversion Charge - Disconnect	UNCCC		\$0.00
High Capacity Loops:			
Local Loop - Dedicated - DS3			
DS3 Local Loop- per mile per month	1L5ND		\$30.53
DS3 Local Loop- per Facility Termination	UE3PX		\$400.21
NRC - Ordinarily Combined in GA (Note 5)			
NRC - DS3 Local Channel - Facility Termination - 1st	UE3PX	NA	
NRC - DS3 Local Channel - Facility Termination - Add'l	UE3PX	NA	
NRC - Electronic Svc Order, per LSR	SOMEC	NA	
NRC - DS3 Local Channel - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	
NRC - DS3 Local Channel - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	
NRC - DS3 Local Channel - Incremental Charge--Manual Svc Order - Disconnect	SOMAN	NA	
NRC - DS3 Local Channel - Incremental Charge--Manual Svc Order - Disconnect	SOMAN	NA	
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)			
NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC		\$54.13
NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC		\$32.17
NRC- DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect	UNCCC		\$0.00
NRC- DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect	UNCCC		\$0.00
Local Loop - Dedicated - STS-1			

BELLSOUTH/AT&T RATES
NETWORK ELEMENTS
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Attachment 1
Exhibit A
Rates - Page 11

New EEL rates are the sum of the individual UNE network elements (Interoffice transport and loop [channelization if applicable]).			
STS-1 Local Loop - per mile	1L5ND		\$30.53
STS-1 Local Loop- per Facility Termination	UDLS1		\$400.21
NRC - Ordinarily Combined in GA (Note 5)			
NRC - STS-1 Local Loop - Facility Termination - 1st	UDLS1		NA
NRC - STS-1 Local Loop - Facility Termination - Add'l	UDLS1		NA
NRC - Electronic Svc Order, per LSR	SOMECS		NA
NRC - STS-1 Local Loop - Incremental Charge--Manual Svc Order - 1st	SOMAN		NA
NRC - STS-1 Local Loop - Incremental Charge--Manual Svc Order - Add'l	SOMAN		NA
NRC - STS-1 Local Loop - Incremental Charge--Manual Svc Order - Disconnect	SOMAN		NA
NRC - STS-1 Local Loop - Incremental Charge--Manual Svc Order - Disconnect	SOMAN		NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)			
NRC-STIS-1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC		\$54.13
NRC-STIS-1 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC		\$32.17
NRC-STIS-1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect	UNCCC		\$0.00
NRC-STIS-1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect	UNCCC		\$0.00
Local Loop - OC3			
Local Loop - OC3 - per Mile	TBA		\$23.16
Local Loop - OC3 - per Facility Termination	TBA		\$620.20
NRC - Ordinarily Combined in GA (Note 5)			
NRC - OC3 - Facility Termination - 1st	TBA		NA
NRC - OC3 - Facility Termination - Add'l	TBA		NA
NRC - OC3 - Facility Termination - Disconnect - 1st	TBA		NA
NRC - OC3 - Facility Termination - Disconnect - Add'l	TBA		NA
NRC - Electronic Svc Order, per LSR	SOMECS		NA
NRC - OC3 - Incremental Charge--Manual Svc Order - 1st	SOMAN		NA
NRC - OC3 - Incremental Charge--Manual Svc Order - Add'l	SOMAN		NA
NRC - OC3 - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN		NA
NRC - OC3 - Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-Add'l	SOMAN		NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)			
NRC-OC-3 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC		\$54.13
NRC-OC-3 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC		\$32.17
NRC-OC-3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect	UNCCC		\$0.00
NRC-OC-3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect	UNCCC		\$0.00
Local Loop - OC12			
Local Loop - OC12 - per Mile	TBA		\$28.51
Local Loop - OC12 - per Facility Termination	TBA		\$2,079
NRC - Ordinarily Combined in GA (Note 5)			
NRC - OC12 - Facility Termination - 1st	TBA		NA
NRC - OC12 - Facility Termination - Add'l	TBA		NA
NRC - OC12 - Facility Termination - Disconnect - 1st	TBA		NA
NRC - OC12 - Facility Termination - Disconnect - Add'l	TBA		NA
NRC - Electronic Svc Order, per LSR	SOMECS		NA
NRC - OC12 - Incremental Charge - Manual Svc Order - 1st	SOMAN		NA
NRC - OC12 - Incremental Charge - Manual Svc Order - Add'l	SOMAN		NA
NRC - OC12 - Incremental Cost-Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN		NA
NRC - OC12 - Incremental Cost-Manual Svc. Order vs. Elect-Disconnect-Add'l	SOMAN		NA
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)			
NRC-OC-12 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC		\$54.13
NRC-OC-12 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC		\$32.17
NRC-OC-12 COMBINATION - "Switch As Is" Conversion Charge - Disconnect	UNCCC		\$0.00
NRC-OC-12 COMBINATION - "Switch As Is" Conversion Charge - Disconnect	UNCCC		\$0.00
Local Loop - OC48			
Local Loop - OC48 - per Mile	TBA		\$93.50
Local Loop - OC48 - per Facility Termination	TBA		\$1,832
Local Loop - OC12 interface on OC48 Facility	TBA		\$570.54
NRC - Ordinarily Combined in GA (Note 5)			
NRC - OC48 - Facility Termination - 1st	TBA		NA
NRC - OC48 - Facility Termination - Add'l	TBA		NA
NRC - OC48 - Interface OC12 on OC48 - 1st	TBA		NA
NRC - OC48 - Interface OC12 on OC48 - Add'l	TBA		NA
NRC - OC48 - Facility Termination - Disconnect - 1st	TBA		NA
NRC - OC48 - Facility Termination - Disconnect - Add'l	TBA		NA
NRC - OC48 - Interface OC12 on OC48 - Disconnect - 1st	TBA		NA
NRC - OC48 - Interface OC12 on OC48 - Disconnect - Add'l	TBA		NA
NRC - Electronic Svc Order, per LSR	SOMECS		NA
NRC - OC48 - Facility Termination-Manual Svc Order vs Electronic-Disconnect	SOMAN		NA
NRC - OC48 - Facility Termination-Manual Svc Order vs Electronic-Disconnect	SOMAN		NA

**BELLSOUTH/AT&T RATES
NETWORK ELEMENTS
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Attachment 1
Exhibit A
Rates - Page 12

New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable]).			
NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect-1st	SOMAN	NA	
NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect-Add'l	SOMAN	NA	
NRC - OC-48 - Incremental Charge--Manual Svc Order-1st	SOMAN	NA	
NRC - OC-48 - Incremental Charge--Manual Svc Order-Add'l	SOMAN	NA	
NRC - OC48 - Interface OC12 on OC48 - Incremental Charge--Manual Svc	SOMAN	NA	
NRC - OC48 - Interface OC12 on OC48 - Incremental Charge--Manual Svc	SOMAN	NA	
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)			
NRC-OC-48 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.13	
NRC-OC-48 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.17	
NRC- OC-48 COMBINATION - "Switch As Is" Conversion Charge - Disconn	UNCCC	\$0.00	
NRC- OC-48 COMBINATION - "Switch As Is" Conversion Charge - Disconn	UNCCC	\$0.00	
Interoffice Channels:			
Interoffice Channel - Dedicated - 2-wire VG			
Interoffice Channel - Dedicated 2-wire VG - per mile per month	1L5XX	\$0.02	
Interoffice Channel - Dedicated 2-wire VG - Facility Termination per month	U1TV2	\$18.33	
NRC - Ordinarily Combined in GA (Note 5)			
NRC - 2-wire VG Interoffice Channel - Facility Termination - 1st	U1TV2	NA	
NRC - 2-wire VG Interoffice Channel - Facility Termination - Add'l	U1TV2	NA	
NRC - Electronic Svc Order, per LSR	SOMECS	NA	
NRC - 2-wire VG Interoffice Channel - Incremental Charge--Manual Svc Ord	SOMAN	NA	
NRC - 2-wire VG Interoffice Channel - Incremental Charge--Manual Svc Ord	SOMAN	NA	
NRC - 2-wire VG Interoffice Channel - Incremental Charge--Manual Svc Ord	SOMAN	NA	
NRC - 2-wire VG Interoffice Channel - Incremental Charge--Manual Svc Ord	SOMAN	NA	
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)			
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.13	
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.17	
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconn	UNCCC	\$0.00	
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconn	UNCCC	\$0.00	
Interoffice Channel - Dedicated - 4-wire VG			
Interoffice Channel - Dedicated 4-wire VG - per mile per month	1L5XX	NA	
Interoffice Channel - Dedicated 4-wire VG - Facility Termination per month	U1TV4	NA	
NRC - Ordinarily Combined in GA (Note 5)			
NRC - 4-wire VG Interoffice Channel - Facility Termination - 1st	U1TV4	NA	
NRC - 4-wire VG Interoffice Channel - Facility Termination - Add'l	U1TV4	NA	
NRC - Electronic Svc Order, per LSR	SOMECS	NA	
NRC - 4-wire VG Interoffice Channel - Incremental Charge--Manual Svc Ord	SOMAN	NA	
NRC - 4-wire VG Interoffice Channel - Incremental Charge--Manual Svc Ord	SOMAN	NA	
NRC - 4-wire VG Interoffice Channel - Incremental Charge--Manual Svc Ord	SOMAN	NA	
NRC - 4-wire VG Interoffice Channel - Incremental Charge--Manual Svc Ord	SOMAN	NA	
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)			
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.13	
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.17	
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconn	UNCCC	\$0.00	
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconn	UNCCC	\$0.00	
Interoffice Channel - Dedicated - DS0 - 56kbps			
Interoffice Channel - Dedicated - DS0 - 56kbps - per mile per month	1L5XX	\$0.17	
Interoffice Channel - Dedicated - DS0 - 56 kbps - Facility Termination per month	U1TD5	\$17.74	
NRC - Ordinarily Combined in GA (Note 5)			
NRC - 4-wire 56kbps Interoffice Channel - Facility Termination - 1st	U1TD5	NA	
NRC - 4-wire 56 kbps Interoffice Channel - Facility Termination - Add'l	U1TD5	NA	
NRC - Electronic Svc Order, per LSR	SOMECS	NA	
NRC - 4-wire 56 kbps Interoffice Channel - Incremental Charge--Manual Svc Ord	SOMAN	NA	
NRC - 4-wire 56 kbps Interoffice Channel - Incremental Charge--Manual Svc Ord	SOMAN	NA	
NRC - 4-wire 56 kbps Interoffice Channel - Incremental Charge--Manual Svc Ord	SOMAN	NA	
NRC - 4-wire 56 kbps Interoffice Channel - Incremental Charge--Manual Svc Ord	SOMAN	NA	
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)			
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.13	
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.17	
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconn	UNCCC	\$0.00	
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconn	UNCCC	\$0.00	
Interoffice Channel - Dedicated - DS0 - 64kbps			
Interoffice Channel - Dedicated - DS0 - 64kbps - per mile per month	1L5XX	\$0.17	
Interoffice Channel - Dedicated - DS0 - 64 kbps - Facility Termination per month	U1TD6	\$17.74	
NRC - Ordinarily Combined in GA (Note 5)			
NRC - 4-wire 64kbps Interoffice Channel - Facility Termination - 1st	U1TD6	NA	
NRC - 4-wire 64 kbps Interoffice Channel - Facility Termination - Add'l	U1TD6	NA	

**BELLSOUTH/AT&T RATES
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Attachment 1
Exhibit A
Rates - Page 13

New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable]).			
NRC - Electronic Svc Order, per LSR	SOME	NA	
NRC - 4-wire 64 kbps Interoffice Channel - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	
NRC - 4-wire 64 kbps Interoffice Channel - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	
NRC - 4-wire 64 kbps Interoffice Channel - Incremental Charge--Manual Svc Order - Disconnect - 1st	SOMAN	NA	
NRC - 4-wire 64 kbps Interoffice Channel - Incremental Charge--Manual Svc Order - Disconnect - Add'l	SOMAN	NA	
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)			
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.13	
NRC-2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.17	
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$0.00	
NRC- 2/4-WIRE VG COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$0.00	
Interoffice Channel - Dedicated - DS1			
Interoffice Channel - Dedicated - DS1 - per mile per month	1L5XX	\$0.35	
Interoffice Channel - Dedicated - DS1 - Facility Termination per month	U1TF1	\$75.83	
NRC - Ordinarily Combined in GA (Note 5)			
NRC - DS1 Interoffice Channel - Facility Termination - 1st	U1TF1	NA	
NRC - DS1 Interoffice Channel - Facility Termination - Add'l	U1TF1	NA	
NRC - Electronic Svc Order, per LSR	SOME	NA	
NRC - DS1 Interoffice Channel - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	
NRC - DS1 Interoffice Channel - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	
NRC - DS1 Interoffice Channel - Incremental Charge--Manual Svc Order - Disconnect - 1st	SOMAN	NA	
NRC - DS1 Interoffice Channel - Incremental Charge--Manual Svc Order - Disconnect - Add'l	SOMAN	NA	
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)			
NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.13	
NRC-DS1 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.17	
NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$0.00	
NRC- DS1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$0.00	
Interoffice Channel - Dedicated - DS3 - per mile per month			
Interoffice Channel - Dedicated - DS3 - per mile per month	1L5XX	\$6.88	
Interoffice Channel - Dedicated - DS3 - Facility Termination per month	U1TF3	\$840.61	
NRC - Ordinarily Combined in GA (Note 5)			
NRC - DS3 Interoffice Channel - Facility Termination - 1st	U1TF3	NA	
NRC - DS3 Interoffice Channel - Facility Termination - Add'l	U1TF3	NA	
NRC - Electronic Svc Order, per LSR	SOME	NA	
NRC - DS3 Interoffice Channel - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	
NRC - DS3 Interoffice Channel - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	
NRC - DS3 Interoffice Channel - Incremental Charge--Manual Svc Order - Disconnect - 1st	SOMAN	NA	
NRC - DS3 Interoffice Channel - Incremental Charge--Manual Svc Order - Disconnect - Add'l	SOMAN	NA	
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)			
NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.13	
NRC-DS3 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.17	
NRC- DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$0.00	
NRC- DS3 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$0.00	
Interoffice Channel - Dedicated - STS-1			
Interoffice Channel - Dedicated - STS-1 - per mile per month	1L5XX	\$5.89	
Interoffice Channel - Dedicated - STS-1 - Facility Termination per month	U1TFS	\$760.20	
NRC - Ordinarily Combined in GA (Note 5)			
NRC - STS-1 Interoffice Channel - Facility Termination - 1st	U1TFS	NA	
NRC - STS-1 Interoffice Channel - Facility Termination - Add'l	U1TFS	NA	
NRC - Electronic Svc Order, per LSR	SOME	NA	
NRC - STS-1 Interoffice Channel - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	
NRC - STS-1 Interoffice Channel - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	
NRC - STS-1 Interoffice Channel - Incremental Charge--Manual Svc Order - Disconnect - 1st	SOMAN	NA	
NRC - STS-1 Interoffice Channel - Incremental Charge--Manual Svc Order - Disconnect - Add'l	SOMAN	NA	
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)			
NRC-STIS-1 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.13	
NRC-STIS-1 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.17	
NRC- STS-1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - 1st	UNCCC	\$0.00	
NRC- STS-1 COMBINATION - "Switch As Is" Conversion Charge - Disconnect - Add'l	UNCCC	\$0.00	
Interoffice Channel - OC3			
Interoffice Channel - OC3 - per Mile	1L5XX	\$13.45	
Interoffice Channel - OC3 - per Facility Termination	TBA	\$2,124	
NRC - Ordinarily Combined in GA (Note 5)			
NRC - OC3 - Facility Termination - 1st	TBA	NA	
NRC - OC3 - Facility Termination - Add'l	TBA	NA	
NRC - OC3 - Facility Termination - Disconnect - 1st	TBA	NA	
NRC - OC3 - Facility Termination - Disconnect - Add'l	TBA	NA	

**BELLSOUTH/AT&T RATES
NETWORK ELEMENTS
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ENHANCED EXTENDED LINKS**

Attachment 1
Exhibit A
Rates - Page 14

New EEL rates are the sum of the individual UNE network elements (interoffice transport and loop [channelization if applicable]).			
NRC - Electronic Svc Order, per LSR	SOMECC	NA	
NRC - OC3 - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	
NRC - OC3 - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	
NRC - OC3 -Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	NA	
NRC - OC3 -Incremental Cost - Manual Svc. Order vs. Elect-Disconnect-Add'l	SOMAN	NA	
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)			
NRC-OC-3 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.13	
NRC-OC-3 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.17	
NRC- OC-3 COMBINATION - "Switch As Is" Conversion Charge - Disconn	UNCCC	\$0.00	
NRC- OC-3 COMBINATION - "Switch As Is" Conversion Charge - Disconn	UNCCC	\$0.00	
Interoffice Channel - OC12			
Interoffice Channel - OC12 - per Mile	TBA	\$49.80	
Interoffice Channel - OC12 - per Facility Termination	TBA	\$8,015	
NRC - Ordinarily Combined in GA (Note 5)			
NRC - OC12 - Facility Termination - 1st	TBA	NA	
NRC - OC12 - Facility Termination - Add'l	TBA	NA	
NRC - OC12 - Facility Termination - Disconnect - 1st	TBA	NA	
NRC - OC12 - Facility Termination - Disconnect - Add'l	TBA	NA	
NRC - Electronic Svc Order, per LSR	SOMECC	NA	
NRC -OC12 - Incremental Charge - Manual Svc Order - 1st	SOMAN	NA	
NRC - OC12 - Incremental Charge - Manual Svc Order - Add'l	SOMAN	NA	
NRC - OC12 - Incremental Cost-Manual Svc. Order vs. Elect-Disconnect-1st	SOMAN	NA	
NRC - OC12 - Incremental Cost-Manual Svc. Order vs. Elect-Disconnect-Ad	SOMAN	NA	
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)			
NRC-OC-12 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.13	
NRC-OC-12 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.17	
NRC- OC-12 COMBINATION - "Switch As Is" Conversion Charge - Disconn	UNCCC	\$0.00	
NRC- OC-12 COMBINATION - "Switch As Is" Conversion Charge - Disconn	UNCCC	\$0.00	
Interoffice Channel - OC48			
Interoffice Channel - OC48 - per Mile	TBA	\$106.55	
Interoffice Channel - OC48 - per Facility Termination	TBA	\$11,632	
Interoffice Channel - OC12 interface on OC48 Facility	TBA	\$1,170	
NRC - Ordinarily Combined in GA (Note 5)			
NRC - OC48 - Facility Termination - 1st	TBA	NA	
NRC - OC48 - Facility Termination - Add'l	TBA	NA	
NRC - OC48 - Interface OC12 on OC48 - 1st	TBA	NA	
NRC - OC48 - Interface OC12 on OC48 - Add'l	TBA	NA	
NRC - OC48 - Facility Termination - Disconnect - 1st	TBA	NA	
NRC - OC48 - Facility Termination - Disconnect - Add'l	TBA	NA	
NRC - OC48-Interface OC12 on OC48 - Disconnect - 1st	TBA	NA	
NRC - OC48 - Interface OC12 on OC48 - Disconnect - Add'l	TBA	NA	
NRC - Electronic Svc Order, per LSR	SOMECC	NA	
NRC - OC48 - Facility Termination-Manual Svc Order vs Electronic-Disconn	SOMAN	NA	
NRC - OC48 - Facility Termination-Manual Svc Order vs Electronic-Disconn	SOMAN	NA	
NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect-1st	SOMAN	NA	
NRC - OC48 - Interface - Manual Svc Order vs Electronic-Disconnect-Add'l	SOMAN	NA	
NRC - OC-48 - incremental Charge--Manual Svc Order-1st	SOMAN	NA	
NRC - OC-48 - incremental Charge--Manual Svc Order-Add'l	SOMAN	NA	
NRC - OC48 - Interface OC12 on OC48 - Incremental Charge--Manual Svc	SOMAN	NA	
NRC - OC48 - Interface OC12 on OC48 - Incremental Charge--Manual Svc	SOMAN	NA	
NRC-All Existing Combination "Switch As Is" Conversion Charge (Note 6)			
NRC-OC-48 COMBINATION - "Switch As Is" Conversion Charge - 1st	UNCCC	\$54.13	
NRC-OC-48 COMBINATION - "Switch As Is" Conversion Charge - Add'l	UNCCC	\$32.17	
NRC- OC-48 COMBINATION - "Switch As Is" Conversion Charge - Disconn	UNCCC	\$0.00	
NRC- OC-48 COMBINATION - "Switch As Is" Conversion Charge - Disconn	UNCCC	\$0.00	
Channelization:			
DS3 Channelization			
DS3 Channelized System per month	MQ3	\$222.98	
DS3 Interface per month (DS1 COCI)	UC1D1	\$3.91	
NRC - Ordinarily Combined in GA (Note 5)			
NRC - DS3 Channelization - 1st	MQ3	NA	
NRC - DS3 Channelization - Add'l	MQ3	NA	
NRC - Channel Activation - 1st	UC1D1	NA	
NRC - Channel Activation - Add'l	UC1D1	NA	
NRC - Electronic Svc Order, per LSR	SOMECC	NA	
NRC - DS3 Channelization - Incremental Charge--Manual Svc Order - 1st	SOMAN	NA	
NRC - DS3 Channelization - Incremental Charge--Manual Svc Order - Add'l	SOMAN	NA	

BELLSOUTH/AT&T RATES
NETWORK ELEMENTS
AND OTHER SERVICES
ENHANCED EXTENDED LINKS

Attachment 1
Exhibit A
Rates - Page 16

				New EEL rates are the sum of the individual UNE network elements (Interoffice transport and loop [channelization if applicable]).		
				N. Carolina - Greensboro, Charlotte		
				Tennessee - Nashville		
				3 Unapproved rates are subject to true up.		
				4 Add together the recurring rates of all the applicable network elements in order to obtain total monthly re		
				* Examples:		
				- 2-wire VG Loop + Voice Grade Interface Card + DS1 Channelization System + DS1 Interoffice Chanr		
				- DS1 Loop + DS1 Interface Card + DS3 Channelization System + DS3 Interoffice Channel		
				- DS3 Local Channel + DS3 Interoffice Channel + DS3 Channelization System + DS1 Interface Card		
				5 The Ordinarily Combined in GA NRC applies to new combinations within the State of Georgia.		
				6 The "Switch As Is" NRC is a conversion charge. One SAI charge is applicable per circuit.		